EXHIBIT 2

ANTERO RESOURCES APPALACHIAN CORPORATION P.O. BOX 410 BRIDGEPINT, WW 26330-0410

BK1496 PG1203

Susan J Thomas
HARTISTA County 02:48:31 PM
HARTISTA County 02:48:31 PM
LEA COUNTY 02:48:31

OIL AND GAS LEASE

Lessor: Garnett Cottrill, heir of Jesse C. Corder Lessee: Antero Resources Appalachian Corporation Lease Number

Prospect: Greenbrier

WV-PA Revised- ARAC/PAL Rev. June-09

This Agreement, made and entered into this day of July 24th, 2012, by and between Garnett Cottrill, 323 Forest Park Circle, Longwood, Florida, 32779, hereinafter referred to individually and collectively as "Lessor," and Antero Resources Appalachian Corporation, 1625 17th Street, Suite 300, Denver, CO 80202, hereinafter referred to as "Lessee;" WITNESSETH THAT:

- Leasing. Lessor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable
 consideration, the receipt of which is hereby acknowledged, and the covenants herein contained, hereby grants, demises, leases
 and lets exclusively unto Lessee the lands hereinafter described for the purposes of:
 - exploring by geological and geophysical and other methods, (including, but not limited to, conducting seismic surveys), drilling either vertically or horizontally, operating for, producing oil or gas or both including methane gas present in or associated with any formations, horizons, strata or zones and/or; and.
 - b) for the further purpose and with the exclusive right in the Lessee, as it may see fit, to store any kind of gas therein by pumping or otherwise introducing the same into any sand or sands, substrata or horizon in an under said land, and the right to remove the same by pumping or otherwise through any well or wells on said land or other lands, and to use said land for protecting gas stored within and under adjoining and neighboring lands, together also with the right to drill, operate and maintain wells for the purpose of injecting, storing and disposing of waste fluids from within and under said land or other lands resulting from or incidental to the production of or injection, storage and removal of gas,

together with the right and easement to construct, operate, repair, maintain, resize and remove pipelines, telephone, power and electric lines, tanks, ponds, roadways, plants, equipment and structures thereon to produce, save, store and take care of such substances, and the exclusive right to inject air, gas, water, brine or other fluids into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of the lands, alone or conjointly with neighboring lands for these purposes, said lands being situated on the waters of Turtle Tree Fork of Ten Mile, in Union District, County of Harrison, State of West Virginia, and being bounded now or formerly substantially as follows, to wit:

On the North by lands of: County Road 30/5
On the East by lands of: Franklin D. Riffle
On the South by lands of: James Corder
On the West by lands of: Bill Deverlicks

Said lands being identified for tax purposes as Tax Parcel ID: 20-361-3, 4, 5 as of this date. Notwithstanding said tax map designation, this lease shall be effective as to the tract actually owned by Lessor whether or not the tax map designation correctly identifies the location of the tract. Being also the same interest acquired by the Lessor by Deed Book Deed dated October 10, 1928 and recorded on October 10, 1928 in the Recorder of Deeds Office in and for Harrison County, State of West Virginia, filed as Deed Book 393, Page 399. It being the purpose and intent of Lessor to lease, and Lessor does hereby lease, all strips or parcels of land now owned by Lessor, or hereafter acquired which adjoin the lands above described, and all interests in the land above described now owned or hereafter acquired by Lessor. For all purposes of this lease, including determining the amount of delay rentals, royalities and shut-in royalities hereunder, said land shall be deemed to contain 48.69 acres whether it actually contains more or less. For all purposes of this lease, references to oil and gas or either or both of them shall mean oil, or gas, or both and all substances which are constituents of or produced with oil or gas, whether similar or dissimilar or produced in a gaseous, liquid, or solid state.

- Term. Subject to the other provisions hereof, this lease shall remain in force for a term of Five (5) years from this date (herein called "primary term") and:
 - as long thereafter as oil and gas, or either of them, is produced from the land or from lands pooled therewith, or drilling
 operations are continuously prosecuted as hereinafter provided, or this lease is otherwise maintained in effect pursuant
 to the provisions hereof; or,
 - b) as long thereafter as gas is being stored, held in storage, or withdrawn from the premises by Lessee or said land Is used for the protection of stored gas alone or in conjunction with other lands or Lessee is actively engaged in developing the area including said lands for the storage of gas. It is agreed that the cessation of production from wells on the leased premises or upon other lands unitized therewith, after the expiration of the original term, shall not terminate this lease whether the pooling units have been dissolved or not, if the land is used for the storage or protection of stored gas prior to the plugging and abandonment of wells from which oil ana/for gas has been produced. It is understood that a well need not be drilled on the premises to permit the storage of gas, and it is agreed that the Lessee shall be the sole judge as to whether gas is being stored within the leased premises or said land is being used for the protection of stored gas and that its determination shall be final and conclusive.

"Drilling operations" include operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or reestablish production of oil or gas. Drilling operations shall be considered to be "continuously prosecuted" if not more than 120 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole.

3. Royalties. The royalties to be paid by Lessee are: (a) on oil, One-Eighth (12.5%) of that produced and saved and delivered at the wells or into the pipeline to which the wells may be connected. Lessee may from time to time punchase any royalty oil in its possession, paying the market price then prevailing for the field where produced, and Lessee may sell any royalty oil in its possession and pay Lessor the price received by Lessee for such oil computed at the well, less One-Eighth (12.5%) of all Post Production Costs and less the same fractional share of all production, petroleum excise and severance taxes; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used beyond the well or for the

BK1496 PG1204

extraction of gasoline or other product, an amount equal to One-Eighth (12.5%) of the net amount realized by Lessee computed at the wellhead from the sale of such substances. On gas sold at the well, the royalty shall be One-Eighth (12.5%) of the amount realized by Lessee from such sale, less One-Eighth (12.5%) of all Post Production Costs and less the same fractional share of all production, petroleum excise and severance taxes.

production, petroleum excise and severance taxes. As used in this provision, "Post Production Costs" shall mean all costs actually incurred by Lessee or its affiliate and all losses of produced volumes whether by use as fuel, line loss, flaring, venting or otherwise from and after the wellhead to the point of sale. Post Production Costs includes, without limitation, all costs of gathering, treating, processing, blending, marketing, compression, dehydration, transportation, removal of liquid or gaseous substances, and/or removal of impurities of or from the affected oil and gas, and costs of any other activities associated with making the oil and gas ready for movement, sale or use. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's revenues, receipts, costs or charges, or other activities that occur, beyond and past the point of sale. Lessee or its affiliate shall have the right to construct, maintain and operate any facilities providing some or all of the services identified as Post Production Costs. If Lessee or its affiliate does so, the actual costs of such facilities shall be included in the Post Production Costs as a per barrel or per mcf (or per mmbtu, at Lessee's election) charge, as appropriate, calculated by spreading the construction, maintenance and operating costs for such facilities over the reasonably estimated total production volumes attributable to the well or wells using such facilities.

In no event will the royalties payable hereunder exceed One-Eighth (12.5%) of any governmentally-imposed sales price ceiling applicable to Lessee's sales or One-Eighth (12.5%) of the net amounts received by Lessee not subject to refund, whichever is the lesser; provided that any amounts held by Lessee subject to refund will be promptly distributed, without interest, when Lessee's sale price is finally determined by judicial or administrative authority. Payment of royalties hereunder shall be made or tendered on or before the end of the month following the production month, beginning no later than six (6) months after Date of First Sales.

4. Delay Rental. It is hereby agreed and acknowledged by Lessor and Lessee that this is a Paid-Up Oil and Gas Lease and all delay rentals due and payable under this agreement have been paid in advance and have been included in the consideration paid to Lessor by Lessee for this oil and gas lease.

It is agreed that Lessee may drill or not drill on the leased premises, as it may elect, and that the consideration and rentals paid constitute adequate compensation for such privilege. No implied covenant shall be read into this lease requiring Lessee to drill or to continue drilling on said land, or fixing the measure of diligence necessary on Lessee's part.

5. Payment for Storage or Storage Protection Privileges. In full compensation for the storage and storage protection rights herein granted and in flou of all delay rental, or royalty due or to become due for the right to produce or for the production of oil or gas from the sands, strats, or horizons where gas may be stored or being protected as herein provided, tessee covenants and agrees to pay Lessor, when no wells on the tessed premises are utilized for the storage of gas, an annual storage rental of frive Dollars per acre (\$5.00) dollars, payable quarterly in advance, beginning at the next payment date after gas shall have been stored under the terms of this agreement and continuing until the leased premises shall no longer be used for storage purposes, or until wells on the leased premises are utilized for the storage of gas, in which event Lessoe shall coace paying storage rental to Lessor and pay in lieu thereof, a storage well rental or royalty of Two Hundred and not/400° (\$ 200.00) dollars, per well quarterly in advance, as long as such shall be so utilized; subject to the right of cancellation or surrender hereinafter provided. Any storage rental paid for time beyond the date of such utilization of a well yielding storage well rental or royalty shall be credited upon the first storage well rental or royalty shall be credited upon the leased premises and any wells drilled thereon for the storage of gas or protection of stored gas.

Notwithstanding anything contained herein to the contrary, the payment of storage rentals shall be subject to the "Lesser Interest", "Apportionment of Payments" and "Assignment" provisions of this lease. In addition, this lease shall be deemed to include the number of acres specified in Paragraph 1 for the calculation of storage payments.

- 6; Dry Hole Clause and Cessation of Production. If during the last year of the primary term and prior to the discovery of oil or gas on said land, Lessee should drill a dry hole thereon, or, if after discovery of oil or gas either before or during the last year of the primary term, the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep this lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee has commenced operations for drilling a new well or reworking an old well, this lease shall continue in force as long as such drilling or reworking operations continue, or if after the expiration of the primary term, production on this lease shall coase, this lease shall continue in force if drilling or reworking operations are commenced within 120 consecutive days after such cessation of production; if production is restored or additional production is drovered as a result of any such drilling or reworking operations, conducted without cessation of more than 120 consecutive days, this lease shall continue as long thereafter as oil or gas is produced and as long as additional drilling or reworking operations are continued without cessation for more than 120 consecutive days.
- 7. Shut-in Royalty. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of Twenty Dollar (\$20,00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut-in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of sixty (60) days after receipt of such notice to tender such late payment or such payment in the proper amount, together with a late or improper payment penalty of \$100,00.
- 8. Lesser Interest. The respective amounts of all delay rentals, royalties, and other payments are to be calculated in proportion to Lessor's interest in such rights with respect to which each such payment is made; that is, in case Lessor owns less of an interest in any of such rights than the full and entire interest therein, then the payments in respect to such rights shall be paid to Lessor only in the proportion which Lessor's interest in such rights bears to the full and entire interest in such rights.

BK1496 PG1205

- 9. Apportionment of Payments. If the leased premises are now, or shall hereafter be owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all rentals, royalties and payments provided for shall be treated as an entirety and shall be divided among, and paid to, such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage.
- 10. Assignment. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns, of the parties hereto, but no change in division of ownership of the land, rentals, royalties, or other payments hereunder, or interest therein, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest herein, shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. Mail at Lessee's principal place of business with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the shut-in royalties and other payments payable hereunder shall be apportioned among the several leasehold owners ratably according to the surface areas attributable to each, and default in shut-in royalties or other payments by one such leasehold owner or Lessee shall not affect the rights of the other leasehold owners or Lessees hereunder. In case Lessee assigns this Lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.
- 11. Surrender. Lessee may, at any time or from time to time, execute and deliver to Lessor or place of record a surrender covering all or any part of the leased premises and thereupon shall be relieved of all obligations thereafter to accrue with respect to the leased premises so surrendered.
- 12. Pooling. Lessor grants unto Lessee the right to pool into a separate drilling or production unit(s), as to any one or more formations, said land or any part thereof and the leasehold estates in the vicinity of said land, whether contiguous or non-contiguous, held by Lessee or other mineral owners or lessees under other leases, when in Lessee's judgment, it is necessary or advisable to create such pools to develop and operate efficiently such lands. Any such pool shall not substantially exceed 80 acress each in area for oil and 640 acres each in area for gas, plus, in both instances, a tolerance of ten percent (10%), provided however, that larger pools may be created to conform to any well spacing or unit pattern prescribed by any governmental authority. The units formed by pooling as to any one or more formations need not conform in size or area with the unit or units into which the lease is pooled or combined as to any formation or formations, and oil units need not conform to the area within gas units. Lessee, alone or with or other mineral owners or lessees under other leases, may form any pool before or after completion of a well thereon by recording in the county wherein the pooled land(s) are located, a declaration of such pooling. Neither the pooling nor the provisions hereof shall operate as a transfer to title of any interest in the leased premises. The commencement of a well, the conduct of other drilling operations, the completion of a well or dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except as to royalties) as if said well were located on, or such drilling operations are conducted upon the lands covered by this lease whether or not such well is located on, or such drilling operations are conducted upon, said lands. The royalties provided for in Paragraph 3 hereof shall be tendered or paid to Lessor in the proportion that Lessor's acreage in the pooled area(s) bears to the total pooled area. Lessee shall have the right but not the obl
- 13. Other Rights Lessee. Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations except water from wells of Lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of Lessee, be let, granted or licensed by Lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas. Lessee shall also have the right to use, free of cost, any pipeline(s) laid under the terms of this lease for the transportation of gas produced off of the lands leased hereunder. Upon termination or expiration of this lease, Lessee shall have the option to purchase a pipeline right of way for any existing pipelines laid under the terms of this lease pursuant to paragraph 19 hereof.
- 14. Other Rights Lessor. Lessee shall bury below plow depth its pipelines on the leased premises when requested by a Lessor owning an interest in the surface. No well shall be drilled within 200 feet of any house or barn now on the leased premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for actual damages to growing crops, merchantable timber and fences caused by its operations on said lands.
- 15. Warranties. Lessor-hereby warrants and agrees to defend the title to the lands and interest described in Paragraph 1, but if the interest of Lessor severed by this lease is expressly stated to be less than the entire fee or minoral estate, Lessor's warranty shall be limited to the interest so stated. Lessor further warrants that the lands hereby leased are not subject to any valid prior oil and gas leases. Lessoe may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby and Lessoe shall not suffer any forfeiture nor incur any liability to Lessor by reason thereof, Lessoe shall have the right at any time to pay for Lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by Lessor, and then be subrogated to the rights of the holder thereof. Any such payments made by Lessoe may be deducted from any amounts of money which may become due Lessor under this lease.
- 16. Force Majeure. Should Lessee be prevented from complying with any expressed or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas by reason of scarcity of, or inability to obtain or to use equipment or material, or by operation of force majeure, or because of any federal or state law or any order, rule or regulation of a governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on, or from producing oil or gas or other hydrocarbons from the leased premises; and the time while Lessee is so prevented shall not be counted against the Lessee, anything in this lease to the contrary notwithstanding, and, if such cause shall extend within 120 days of the end of the primary term, this lease shall be extended for 120 days after the cessation of such cause and as long thereafter as there are operations on or production from the lease or lands pooled with it.

BK1496 PG1206

17. Adverse Claim. If Lessee receives written notice of an adverse claim to the leased premises, affecting all or any part of the payments due hereunder, Lessee may, at its sole discretion, withhold payment or delivery of same without obligation to pay interest or penalty until such time as Lessor's ownership is determined by compromise, or by final decree of a court of competent jurisdiction, or Lessee may file a petition for interpleader. Lessee shall in no event be liable for interest or penalty for any such amounts withheld.

18. Payments.

All payments are to be mailed to: Garnett Cottrill

Garnett Cottrill 323 Forest Park Circle Longwood, FL 32779

who is (are) hereby appointed agent(s), if designated as 'Agent" above, to receive and receipt for the same and to receive notices given by Lessee as provided herein. Lessee shall not be obligated to make payments or give notices to more than the number of payees hereinabove designated. Lessee shall not be obligated to make payments to any individual payee or agent hereunder until payments exceed the sum of Twenty-Five Dollars (\$25.00), but in any case, payments shall be made at least once each calendar year, Lessee shall not be obligated to see to the application of any monies paid by Lessee to Lessor or to the agent(s) designated herein. Until such agent(s) or payee(s) is appointed or designated as above required, Lessee may withhold payment due hereunder without liability for interest or penalty. The depositing of such payments hereunder in any post office addressed as above set out fourth shall be deemed payment or tender as herein provided. Notwithstanding the death of Lessor, payment or tender to the deceased Lessor shall be binding on the heirs, devisees, executors, administrators and personal representatives of Lessor and his successors in interest.

- 19. Pipeline Option. For and in-consideration of Ten Dellars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, at the expiration of termination of this lease, Lessee shall be given the option to purchase pipeline right(e) of way for any existing pipelines laid under the terms of this lease for the price of \$1.00 per linear foot. Lessee shall have one (1) year to exercise this option from, the later of, the expiration or termination of this lease or after receiving written notification from the Lessee stating that said lease has expired or been terminated and demanding that Lessee exercise the aforedescribed option or abandon its pipelines in place.
- 20. Successors and Assigns. This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective heirs, devisees, personal representatives, successors and assigns. Reference herein to Lessor and Lessee shall include reference to their respective heirs, devisees, personal representatives, successors and assigns. Should any one or more of the parties named above as Lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing same.
- Pre-Existing Wells. It is mutually agreed between Lessee and Lessor that any and all existing oil and/or gas wells located on the premises are specifically excepted and excluded from the operations of this lease.
- 22. Affidavit of Non-Production. Lessor hereby warrants that (i) the property is not encumbered by any enforceable oil or gas use of record or otherwise executed by the Lessor and that (ii) Lessor is not currently receiving any bonus, rental, production royalty or payment, or shut-in royalty as the result of any prior oil and gas lease covering any or all of the subject property, and that there have been no wells drilled upon the subject property or upon any lands with which the property has been combined in a drilling or production unit, with the exception of the well privately owned by Lessor.
- 23. Compliance with Statutes. It is agreed between the parties hereto that in the event any provision or portion of this oil and gas lease is determined by a court of competent jurisdiction, regulatory agency, regulatory body, or legislative body to be in violation of local, state or federal statute, rule or regulation, the relevant portion of the subject provision or portion of this oil and gas lease which is not in compliance with such statute, rule or regulation shall be severed from this agreement to the extent necessary to comply with such statute, rule or regulation, and this oil and gas lease shall continue in full force and effect as amended.
- 24. Right of First Refusal.—If at any time within the primary term of this lease or any continuation or extension thereof, Lesser receives any bona fide offer, acceptable to Lessor, to grant an additional lease ("Top Lease") covering all or part of the above described land, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed lessee's name, benus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days (exclusive of Saturdays, Sundays and Federal holidays) after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions, as to all or any part of the above described land.—If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

BK1496 PG1207

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL PROVISONS

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, signed and acknowledged in the presence of:

Gaenet Cottiell

Garnett Cottrill

ACKNOWLEDGEMENT

STATE OF WEST VIRGINIA FIG. Sec)
COUNTY OF ELORIDA CONTO

The foregoing instrument was acknowledged before me this 8

or AUGUST . 2012

Garriett Gottilii

My Commission Expires: 312711

KATIE BALLINGER
MY COMMISSION # EE 0752+)
EXPIRES: March 27, 2015
Bonded Thru Notary Public Underwriters

This instrument prepared by the following; when recorded, please return to:

Antero Resources Appalachian Corporation P.O. Box 410 Bridgeport, WV 26330

DK1496 PG1208

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated July 24, 2012 by and between Garnett Cottrill, as lessors and Antero Resources Appalachian Corporation, as lessee, to-wit:

The following provisions shall supplement the printed provisions of the Lease; and, in the event of any conflict between the following supplemental provisions, and the provisions of the printed Lease, these supplemental provisions shall prevail and control:

SUPERSEDE CLAUSE

All term and provision of this Exhibit A supersede and replace those in the body of the oil and gas lease, to which this is attached, whenever they conflict.

All reference herein made to One-Eighth (12 1/2%) royalty are hereby amended to read Fifteen (15.0%) percent royalty.

Market Enhancement (Gross Proceeds) Clause

It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction, directly or indirectly, for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements. However, in no event shall Lessor receive a price that is less than, or more than, the price received by Lessee.

Signed for Identification:

Garnett Cottrill

This instrument prepared by the following; when recorded, please return to:

Antero Resources Appalachian Corporation P.O. Box 410 Bridgeport, WV 26330

Antero

barnt Cottill

BK1498 PG0855

Susan J Phomas HARRISON Country 01:48:55 PM Instrument No 201200042013 Hate Recorded 09/21/2012 Boownent Tyre LEA Powes Recorded 6 Sook-Page 1498-865 Recording Fee 36.30 Additional \$6.61

OIL AND GAS LEASE (PAID-UP)

Lessor: Marlyn Sigmon, heir of Jesse C. Corder Lesses: Antero Resources Appalachian Corporation Lesse Number Prospect: Greenbrier WV-PA Revised- ARAC/PAL Rev. June-09

This Agreement, made and entered into this day of July 24th, 2012, by and between Martyn Sigmon, 154 Clarendon Circle, Darwille, VA, 24541, hereinsfler referred to individually and collectively as "Lessor," and Antero Resources Appalachian Corporation, 1625 17th Street, Suite 300., Deriver, CO 80202, hereinafter referred to as "Lessee," WITNESSETH THAT:

- Lessing. Lessor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the covenants herein contained, hereby grants, demises, lesses and lets exclusively unto Lessee the tands hereinsfler described for the purposes of:
 - exploring by geological and geophysical and other methods, (including, but not limited to, conducting setsmic surveys), drilling either vertically or horizontally, operating for, producing oil or gas or both including methane gas present in or essociated with any formations, horizons, strate or zones and/or; and,
 - b) for the further purpose and with the exclusive right in the Lessee, as it may see fit, to store any kind of gas therein by pumping or otherwise introducing the same into any send or sends, substrate or horizon in an under said lend, and the right to remove the same by pumping or otherwise through any well or wells on said land or other lends, and to use said land for protecting gas stored within and under adjoining and neighboring lands, together also with the right to child, operate and maintain wells for the purpose of injecting, storing and disposing of weste fluids from within and under said land or other lands resulting from or incidental to the production of or injection, storage and removal of gas,

together with the right and essement to construct, operate, repair, maintain, resize and remove pipelines, telephone, power and electric lines, tanks, ponds, readways, plants, equipment and structures thereon to produce, save, store and talks care of such substances, and the exclusive right to inject eir, gas, water, brine or other fluids into the subsurface strats and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of the lands, alone or conjointly with neighboring lands for these purposes, said lands being situated on the waters of Turtle Tree Fork of Ten Mile, in Union District, County of Harrison, State of West Virginia, and being bounded now or formerly substantially as follows, to wit:

On the North by lands of: County Road 30/5
On the East by lands of: Frankin D. Riffle
On the South by lands of: James Corder
On the West by lands of: Bill Devericks

Said lands being identified for tax purposes as Tax Parcel ID: 20-361-3, 4, 5 as of this date. Notwithstanding said tax map designation, this lease shall be effective as to the tract actually owned by Lessor whether or not the tax map designation correctly identifies the location of the tract. Being sites the same interest acquired by the Lessor by Affidavit of Heinrihip dated August 8, 2012 and recorded on August 13, 2012 in the Recorder of Deeds Office in and for Harrison County, State of Weet Virginia, field as Affidavit of Heinrihip Book 39 Page 986. It being the purpose and intent of Lessor to lesse, and Lessor does hereby lease, all strips or parcels of land now owned by Lessor, or hereafter acquired by Lessor. For all purposes of this lesse, including determining the amount of detay rentals; royelties and shut-in royalties hereunder, said land shall be deemed to contain 48.69 scress whether actually contains more or less. For all purposes of this lesse, references to oll and gas or either or both of them shall mean oil, or gas, or both and all substances which are constituents of or produced with oil or gas, whether similar or dissimilar or produced in a gasous, fligid, or solid state.

- 2 Term. Subject to the other provisions hereof, this lesse shall remain in force for a term of Five (5) years from this date (herein called "primary term") and:
 - as long thereafter as oil and gas, or either of them, is produced from the land or from lands pooled therewith, or drilling
 operations are continuously prosecuted as hereinsifier provided, or this lease is otherwise maintained in effect pursuant
 to the provisions hereof; or,
 - b) as long thereafter as gas is being stored, held in storage, or withdrawn from the premises by Lessee or said land is used for the protection of stored gas alone or in conjunction with other lends or Lessee is actively engaged in developing the area including said tends for the storage of gas. It is agreed that the cessalation of production from wells on the tessee premises or upon other lends untitized therewith, after the expiration of the original term, shall not terminate this feese whether the pooling units have been dissolved or not, if the lend is used for the storage or protection of stored gas prior to the plugging and abandonment of wells from which oil another gas has being understood that a well need not be drilled on the premises to permit the storage of gas, and it is agreed that the Lessee shall be the sole judge as to whether gas is being stored within the lessed premises or said land is being used for the protection of stored gas and that its determination shall be final and conclusive.

"Drilling operations" include operations for the drilling of a new well, the reworking, despening or plugging back of a well or hole or other operations conducted in an effort to obtain or neestablish production of oil or gae. Drilling operations shall be considered to be "continuously prosecuted" if not more than 120 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole.

3. Royatties. The royatties to be paid by Lessee are: (a) on oil, One-Eighth (12.5%) of that produced and saved and delivered at the weits or into the pipeline to which the weits may be connected. Lessee may from time to this purchase any royatly oil in its possession, paying the markst price then prevailing for the field where produced, and Lessee may sell any royatly oil in its possession and pay Lessor the price received by Lessee for such oil computed at the well, less One-Eighth (12.5%) of all Post Production Costs and less the same fractional share of all production, perforderum excise and severance taxes; (b) on gas, including cealinghead gas or other geseous substance, produced from said land and sold or used beyond the well or for the

BK1198 PG0866

extraction of gasoline or other product, an amount equal to One-Eighth (12.5%) of the net amount realized by Lessee computed at the wellhead from the sale of such substances. On gas sold at the well, the royalty shall be One-Eighth (12.5%) of the amount realized by Lessee from such sale, less One-Eighth (12.5%) of all Post Production Costs and less the same fractional share of all

realized by Lessee from such sale, less One-Eighth (12.5%) of all Post Production Costs and less the same fractional share of all production, petroleum excise and severance taxes.

As used in this provision, "Post Production Costs" shell mean all costs actually incurred by Lessee or its affiliate and all losses of produced volumes whether by use as fuel, line loss, flaring, venting or otherwise from and after the wellhead to the point of sale. Post Production Costs includes, without ministion, all costs of gathering, treating, processing, blending, marketing, compression, dehydration, transportation, removal of liquid or gaseous substances, and/or removal of impurities of or from the affected oil and gas, and costs of any other activities associated with making the oil and gas ready for movement, sale or use. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's revenues, receipts, costs or charges, or other activities that cocur, beyond and past the point of sale. Lessee or its affiliate shall have the right to construct, maintain and operate any facilities providing some or all of the services identificant and sperate are ryfacilities providing some or all of the services identificant and persets are represented to adjust the providing that the providing that the provident costs of the provident of the pro

In no event will the royalities payable hereunder exceed One-Eighth (12.5%) of any governmentally-imposed sales price celling applicable to Lessee's sales or One-Eighth (12.5%) of the net amounts received by Lessee not subject to refund, whichever is the lesser; provided that any amounts held by Lessee subject to refund will be promptly distributed, without interest, when Lessee's sale price is finally determined by judicial or administrative authority. Payment of royalitie hereunded without or tendered on or before the end of the month following the production month, beginning no later than six (6) months after Date of First Sales.

Delay Rental. It is hereby agreed and acknowledged by Lessor and Lessee that this is a Paid-Up Oil and Gas Lesse delay rentals due and payable under this agreement have been paid in advance and have been included in the ration peld to Lessor by Lessee for this oil and gas lesse.

It is agreed that Lessee may drill or not drill on the lessed premises, as it may elect, and that the consideration and rentals paid constitute adequate compensation for such privilege. No implied covenant shall be read into this lesse requiring Lessee to drill or to continue drilling on said land, or fixing the measure of diligence necessary on Lessee's part.

Payment for Storage or Storage Protection Privileges. In-ful-compensation for the storage-and-storage-prote-orain granted and in lieu of all delay rental, or noyally due or to become due for the right to produce or for the products is from the conde, strate, or horizons where gas may be stored or being protected as herein provided, Lesses sever see to pay Lossey, when no walls on the lessed premises are utilized for the storage of gas, an invalid or the terms of this agreement and continuing writt the lessed premises shall no longer be used for storage purpor malls on the lessed premises are utilized for the storage of gas, in which event Lesses shall case and storage terms and op in lieu thereof, a storage wall rantal or royally of Two Mundred and not 100° 15 200,000 dollars, per wall qua-neo, as long as work shall be as utilized to subject to the right of cancellation are surrended hereinstanded and old for time-beyond the date of such utilization of a wall yielding storage wall rantal or royally shall be oradited upon region wall rantal or royally due upon the same. Lesses agrees to give Lesser written notice of the use of the lessend upon the series or protection at storad gas.

- 6. Dry Hole Clause and Cessation of Production. If during the last year of the primary term and prior to the discovery of oil or gas on said tand, Lessee should drill a dry hole thereon, or, if after discovery of oil or gas either before or during the last year of the primary term, the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep this lease in force during the remainder of the primary latm. If, at the expiration of the primary term, I, estee has commenced operations for drilling a new well or reworking an old well, this lease shell continue in force as long as such drilling or reworking operations are commenced within 120 consecutive days after such cessation of production; if production is restored or additional production is discovered as a result of any such drilling or reworking operations, correctly days, this lesse shell continue is nong thereafter as oil or gas is produced and as long as additional drilling or reworking operations, conducted without cessation for more than 120 consecutive days, this lesse shell continue as long thereafter as oil or gas is produced and as long as additional drilling or reworking operations, conducted without cessation for more than 120 consecutive days, this lesse shell continues as long thereafter as oil or gas is produced and as long as additional drilling or reworking operations, conducted without cessation for more than 120 consecutive days.
- 7. Shut-in Royalty. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said lessed premises sufficient to keep this tease in force, Lessee shall pay or tender a royalty of Twenty Dollar (\$20,00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lesse ensut ensuing after the expiration of ninety (90) days from the date such well is shut-in and thereafter on the anniversary date of this lesse during the period such well is shut, in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lesse. Notwithstanding any other provision to the contrary, this lesse shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have failed for a period of sixty (80) days after receipt of such notice to tender such late payment or such payment in the proper amount, together with a late or improper payment penalty of \$100.00.
- 8. Lesser Interest. The respective amounts of all delay rentals, royalities, and other payments are to be calculated in proportion to Lessor's interest in such rights with respect to which each such payment is made; that is, in case Lessor owns less of an interest in any of such rights than the full and entire interest therein, then the payments in respect to such rights shall be paid to Lessor only in the proportion which Lessor's interest in such rights bears to the full and entire interest in such rights.

BK1498 PG0867

- 9. Apportionment of Payments. If the leased premises are now, or shall hereafter be owned in severality or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all rentals, royalities and payments provided for shall be treated as an entirety and shall be divided among, and peid to, such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage.
- 10. Assignment. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns, of the parties hereto, but no change in division of ownership of the land, rentals, royatiles, or other payments hereunder, or interest therein, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, No change in the ownership of the land, or any interest henries, shall be bridge on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. Mail at Lessee's principal place of business with a cartified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance or sale of said rights. In event of the assignment of this lesse as to a segregated portion of said land, the shut-in registee and other peyments aphyable hereunder shall be apportioned among the several lessehold owners ratably according to the surface areas attributable to each, and default in shut-in registees or other payments by one such lessehold owners or Lessee shall not affect the rights of the other lessehold owners or Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.
- 11. Surrender. Lessee may, at any time or from time to time, execute and deliver to Lessor or place of record a surrender covering all or any part of the leased premises and thereupon shall be relieved of all obligations thereafter to accrue with respect to the leased premises so surrendered.
- to the leased promises so surrendered.

 Pooling, Lessor grants unto Lessee the right to pool into a separate drilling or production unit(s), as to any one or more formations, said land or any part thereof and the leasehold estates in the vicinity of said land, whether configuous or non-configuous, held by Lessee or other mineral owners or lessees under other leases, when in Lessee's Judgment, it is necessary or advisable to creete such pools to develop and operate efficiently such lands. Any such pool shall owsteardally exceed 80 acres each in area for oil and 640 acres each in area for gas, plus, in both instances, a tolerance of ten percent (10%); provided however, that larger pools may be creeted to conform to any well spacing or unit patient prescribed by any povernmental authority. The units formed by pooling as to any one or more formations, and oil units need not conform to the area within units. Lessees, alone or with or other mineral owners or lessees under other lesses, may form any pool before or after completion of a well therson by recording in the county wherein the pooled land(s) are located, a declaration of such pooling. Neither the pooled area, shall be considered for all purposes (except as to reyelited) any interest in the lessed premocement of a well, the conduct of other drilling operations, the completion of a well or dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except as to reyelited) as it is located upon, or such drilling operations are conducted upon the indic cowered by this lesse whether or not such well is located upon, or such drilling operations are conducted upon the lands cowered by this lesse whether or not such well is located upon, or such drilling operations are conducted upon the popolicion as corresped to total pooled area, also lessed on the proportion in the Lessor's acreage in the pooled area (s) bears to the total pooled area. Lessee shall have the right to not the obligation, to reduce, entange, or modify su
- 13. Other Rights Lessee. Lessee shell have the right to use, free of cost, oil, gas and water produced on said land for its operations except water from wells of Lessor. Lessee shall have the right at any time to remove all machinery and flutures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of Lessee, be let, granted or licenseed by Lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas. Lessee shall also have the right to use, free of cost, any pipeline(s) laid under the terms of this lesse for the transportation of gas produced off of the lands lessed heraunder. Upon termination or expiration of this lesse, Lessee shall have the option to purchase a pipeline right of way for any existing pipelines laid under the terms of this lesse pursuant to purpose of the preson.
- 14. Other Rights Lessor. Lessee shall bury below plow depth its pipelines on the lessed premises when requested by a Lessor owning an interest in the surface. No well shall be drilled within 200 feet of any house or bern now on the lessed premises without the written consent of the owners on which such house or bern is located. Lessee shall pay for actual damages to growing crops, merchantable timber and fences caused by its operations on said lands.
- 15. Warrenties. Lossor-hereby warrants and agrees to defend the title to the lands and interest described in Paragraph 1, but if the interest of Lossor covered by this lease is expressly stated to be less than the critic fee or mineral estate. Lessors warrants that the lands hereby leased are not subject to any valid prior oil and gas leases. Lessos may purchase or lesses the rights of any purch claiming any interest in Ideal and an enemies each rights. So may be obtained thereby and Lessos-shall not suffer any forfeiture nor incur any liability to Lessor by reason thereof. Lessos shall have the right at any time to pay for Lessor, any mortgage, takes or other for an east lands, in the event of default of payment by Lessor, and then be authregated to the highest of the holder charged, reason payments by Lessor, and then be authregated to the highest of the holder charged, reason payments and by Lessor for Lessor may be deducted from any amounts of money which may become due Lessor under this lesses.
- 16. Force Majeurs. Should Lessee be prevented from complying with any expressed or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas by reason of scarcity of, or inabitity to obtain or to use equipment or material, or by operation of force majeure, or because of any federal or state low or any order, rule or regulation of a governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee is prevented by any such cause from conducting drilling or reworking operations on, or from producing oil or gas or other hydrocarbons from the lesseed premises; and the time while Lessee, anything in this lesses to the contrary notwithstanding, and, if such cause shall not be counted against the Lessee, anything in this lesse that be extended for 120 days after the creation of such cause and as long thereafter as there are operations on or production from the lesse or lands pooled with it.

BK1498 PG0868

17. Adverse Claim. If Lessee receives written notice of an adverse claim to the lessed premises, affecting all or any part of the payments due hereunder, Lessee may, at its sole discretion, withhold payment or delivery of same without obligation to pay interest or penalty until such time as Lessor's ownership is determined by compromise, or by final decree of a court of competent jurisdiction, or Lessee may file a petition for interpleader. Lessee shall in no event be liable for interest or penalty for any such amounts withheld.

Payments. All payments are to be mailed to: Martyn Sigmon
 154 Clarandon Circle
 Danville, VA 24541

who is (are) hereby appointed agent(s), if designated as 'Agent' above, to receive and receipt for the same and to receive notices given by Lessee as provided herein. Lessee shall not be obligated to make payments or give notices to more than the number of payees hereinsbove designated. Lessee shall not be obligated to make payments to any individual payee or agent hereunder until payments exceed the sum of 'twenty-Fhe Doltars (\$25.00), but in any case, payments shall be made at least once each calendar year, Lessee shall not be obligated to see to the application of any monies paid by Lessee to Lessor or to the agent(s) designated herein. Until such agent(s) or payee(s) is appointed or designated as above required, Lessee may withhold payment due hereunder without liability for interest or penalty. The depositing of such payments hereunder in any post office addressed as above set out fourth shall be deemed payment or tender as herein provided. Notwithstanding the death of Lessor shall be binding on the heirs, devisees, executors, administrators and personal representatives of Lessor and his successors in interest.

- 19 Pipeline Option. For and in-consideration of Ten-Dollare (\$10.00) and other good and valuable consideration, the receipt of which is hereby columniating of the expiration of termination of this lease, Lease shall be given the option to purchase playing right(s) of way for any existing pipelines laid under the terms of this lease for the price of \$1.00 per linear foot losses shall have one (1) year to exercise this option from, the later of, the expiration or lemination of this lease or after receiving written notification from the Lease stating that said lease has expired or been terminated and demanding that Lease exercise the abovernantian applications from the Lease exercise.
- 20. Successors and Assigns. This leave and all provisions thereof shell be applicable to and binding upon the parties and their respective heirs, devisees, personal representatives, successors and assigns. Reference herein to Leaver and Leaves and include reference to their respective heirs, devisees, personal representatives, successors and assigns. Should any one or more of the parties named above as Leasors not execute this lease, it shall nevertheless be binding upon the party or parties executing same.
- Pre-Existing Wells. It is mutually agreed between Lessee and Lessor that any and all existing oil and/or gas wells located on the premises are specifically excepted and excluded from the operations of this lesse.
- 22. Affidavit of Non-Production. Lessor hereby warrants that (i) the property is not encumbered by any enforceable oil or ges use of record or otherwise executed by the Lessor and that (ii) Lessor is not currently receiving any bonus, rental, production royalty or payment, or shuf-in royalty as the result of any prior oil and gas lesse covering any or all of the subject property, and that there have been no wells drilled upon the subject property or upon any lands with which the property has been combined in a drilling or production unit, with the exception of the well privately owned by Lessor.
- 23. Compliance with Statutes. It is agreed between the parties hereto that in the event any provision or portion of this oil and gas lease is determined by a court of competent jurisdiction, regulatory agency, regulatory body, or legislative body to be in violation of local, state or lederal statute, rule or regulation, the retiveral portion of the subject provision or portion of this oil and gas lease which is not in compliance with such statute, rule or regulation shall be severed from this agreement to the extent necessary to comply with such statute, rule or regulation, and this oil and gas lease shall continue in full force and effect as amended.
- 24. Right of First Refusal. If et any time within the primary term of this lease or any continuation or entension thereof, Lessor receives any bone files offer, acceptable to Lessor, to grant on additional lease ("Top-Lesso") covering all or part of the above described and, Lessee shall have the centinuing option by meeting any such offer to acquire a Top-Lesse on equivalent terms and conditions. Any offer must be in untiling and must set forth the proposed lessee's name, benue centification to the post for such Top-Lesse, and include a copy of the timese forth to be utilized reflecting all pertinent and relevant terms and conditions of the Top-Lesse. Lessee-shall have fifteen (15) days (enthetive of Saturdays, Sundays and Federal holidays) after receipt must be accepted to entire this and and gas lease with Lessee or equivalent terms and conditions, as to all or any part of the above described land. If Lessee-late to notify Lessor with the acceptability of the conditions are to the provision than the acceptability of the provision shall be a must and void. Any Top-Lessor is visited on the provision shall be must and void.

The state of a state of the sta
DK1498 PG0869

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL PROVISONS

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, signed and acknowledged in the presence of

LESSOR

All the Common Sigmon

ACKNOWLEDGEMENT

STATE OF VIRGINIA

CUT

COUNTYOF DANVILLE

DANVILLE

Marton Signing instrument was acknowledged before me this 2 NP day of August 2012, to

My Commission Expires: 12 - 31 - 14

Serve Small

This instrument prepared by the following; when recorded, please return to:

Antero Resources Appalachian Corporation P.O. Box 410 Bridgeport, WV 26330

Corder v. Antero



MI498 PG0870

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated July 24, 2012 by and between Marlyn Sigmon, as fessors and Antero Resources Appalachian Corporation, as fessee, to-writ:

The following provisions shall supplement the printed provisions of the Lease; and, in the event of any conflict between the following supplemental provisions, and the provisions of the printed Lease, these supplemental provisions shall prevail and

SUPERSEDE CLAUSE
All term and provision of this Exhibit A supersede and replace those in the body of the oil and gas lease, to which this is attached, whenever they conflict.

All reference herein made to One-Eighth (12 1/2%) royalty are hereby amended to read Fifteen (15.0%) percent royalty.

Market Enhancement (Gross Proceeds) Clause
It is agreed between the Lessor and Lessoe that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lesse or by state law shall be without deduction, directly or indirectly, for the cost of producing, authering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessoe's actual cost of such enhancements. However, in no event shall Lessor receive a price that is less than, or more than the price precised by Lessor. more than, the price received by Lessee.

Supped for Identification

Marly Sigmon

This instrument prepared by the following; when recorded, please return to:

Antero Resources Appalachian Corporation P.O. Box 410 Bridgeport, WV 26330

ANTERO RESOURCES APPALACHIAN CORPORATION BRIDGEPORT. WU 26330-0610

DK1499 P60147

Susan J Thomas HARRISON County 02:43:42 PM Instrument No 201200043521 Date Recorded 10/02/2012 Document Type LEA Pages Recorded 6 Book-Page 1499-147 Recording Fee 14.00 Additional \$6.09

OIL AND GAS LEASE

Lessor: Janet Packard and Leroy Packard, wife and husband, heir of Jesse C. Corder Lessee. Antero Resources Appalachian Corporation
Prospect: Greenbrier

MAS LEASE

(PAID-UP)

Prospect: Greenbrier

WV-PA Revised-ARAC/PAL Rev. June-09

This Agreement, made and entered into this day of July 24th, 2012, by and between Janet Packard and Lercy Packard, wife and husband, 39425 Harbor Hills Bhd., Lady Lake, Florida, 32159, hereinafter referred to individually and collectively as "Lessor," and Antero Resources: Appalachian Corporation, 1625 17th Street, Suite 300., Denver, CO 80202, hereinafter referred to as "Lessee." WITNESSETH THAT:

- Leasing. Lessor, for and in consideration of the sum of Ten Dolfars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the covenants herein contained, hereby grants, demisee, leases and lets exclusively unto Lessee the lands hereinafter described for the purposes of:
 - exploring by geological and geophysical and other methods, (including, but not limited to, conducting seismic surveys), drilling either vertically or horizontally, operating for, producing oil or gas or both including methane gas present in or associated with any formations, horizons, strate or zones and/or; and,
 - b) for the further purpose and with the exclusive right in the Lessee, as it may see fit, to store any kind of gas therein by pumping or otherwise introducing the same into any sand or sands, substrate or horizon in an under said land, and the right to remove the same by pumping or otherwise through any well or wells on said land or other lands, and to use said so protecting gas stored within and under adjoining and neighboring lands, together also with the right to drill, land or other lands resulting from or incidental to the production of or injection, storage and removal of gas,

together with the right and easement to construct, operate, repair, maintain, resize and remove pipelines, telephone, power and selectric lines, tanks, ponds, roadways, plants, equipment and structures thereon to produce, save, store and take care of such substances, and the suctualize high to inject air, gas, water, brine or other fluids into the subsurface strats and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of the lends, alone or conjointly with neighboring lands for these purposes, said lands being situated on the waters of Turtle Tire Kot Ten Mile, in Union District, County of Harrison, State of West Virginia, and being bounded now or formerly substantially as follows, to wit:

On the North by lands of:
On the East by lands of:
On the South by lands of:
On the West by lands of:
On the North by lands of:
Oouthy Road 30/5
Franklin D Riffle
James Conder
Bill Devericks

Said lands being identified for tax purposes as Tax Parcel ID: 20-361-3, 4, 5 as of this date. Notwithstanding said tax map designation, this lease shall be effective as to the tract actually owned by Lessor whether or not the tax map designation correctly 1928 and rescored on October 10, 1928 in the Recorder of Deeds Office in and for Harrison County, State of West Virginia, field as Deed Book 393, Page 399, it being the purpose and intern of Lessor to lease, and Lessor does hereby lease, all strips or above described, and sell neterests in the lands above described, and all interests in the lands above described, and all interests in the land delay rentals, royalties and shut-in royalties hereunder, said land shall be deemed to contain 48,90 acres whether it actually both and all substances which are constituents of or produced with all or gas, whether similar or dissimilar or produced in a gaseoux, liquid, or solid state.

- Term. Subject to the other provisions hereof, this lease shall remain in force for a term of Five (5) years from this date (herein called 'primary term') and;
 - a) as long thereafter as oil and gas, or either of them, is produced from the land or from lands pooled therewith, or drilling operations are continuously prosecuted as hereinster provided, or this lease is otherwise maintained in effect pursuant to the provisions hereof; or,
 - b) as long thereafter as gas is being stored, held in storage, or withdrawn from the premises by Lessee or said land is used for the protection of stored gas alone or in conjunction with other tands or Lessee is actively engaged in developing the area including said lands for the storage of gas. It is agreed that the cassation of production from welso or the lessed whether the pooling units have been dissolved or not. If the land is used for the storage or protection of stored gas prior not be plugging and abandonment of wells from which oil and/or gas has been produced. It is understood that a well need whether gas is being stored within the lessed premises or said land is being used for the protection of stored gas and that its determination shell be final and conclusive.

"Drating operations" include operations for the drating of a new well, the reworking, deepening or plugging back of a well or hote or other operations conducted in an effort to obtain or reestablish production of oil or gas. Drating operations shall be considered to be "continuously prosecuted" if not more than 120 days shall elapse between the completion or abandonment of one well or hote and the commencement of drating operations on another well or hote.

3. Royelties. The royalties to be paid by Lessee are: (a) on oil. One-Eighth (12.5%) of that produced and saved and delivered at the wells or into the pipeline to which the wells may be connected. Lessee may from time to time purchase any royalty oil in its possession, paying the market price then prevailing for the field where produced, and Lessee may sell any royalty oil in its possession and pay Lessor the price received by Lessee for such oil computed at the well, less One-Eighth (12.5%) oil all Post Production Costs and less the same fractional share of all production, petroleum sucise and severance taxes; (b) on gas.

BK1499 PG0148

including casinghead gas or other gaseous substance, produced from said land and sold or used beyond the well or for the extraction of gaseline or other product, an amount equal to One-Eighth (12.5%) of the net amount realized by Lessee computed at the well, the recipient of the sale of such substances. On gas sold at the well, the recipient of the sale of such substances. On gas sold at the well, the recipient of the sale of such substances and severance taxes.

As used in this provision, "Post Production Costs" shall mean all costs actually incurred by Lessee or its affiliate and all losses of Post Production Costs includes, without limitation, all costs of gathering, treating, processing, blending, marketing, compression, dehydration, transportation, removed of liquid or gaseous substances, and/or removal of impurities of or from the affected oil and calculation purposes. Lessee shall never be required to adjust the sales proceeds to account for the purchaser's revenues, right to construct, maintain and operate any facilities providing some or all of the services or its affiliate shall have the Lessee or its affiliates does so, the actual costs of such facilities shall be included in the Post Production Costs. If per mich (or per mmblu, all Lessee's efection) charge, as appropriate, calculated by spreading the construction, maintenance and such facilities.

In no event will the royalties payable hereunder exceed One-Eighth (12.5%) of any governmentally-imposed sales price ceiling applicable to Lessee's sales or One-Eighth (12.5%) of the net amounts received by Lessee not subject to refund, whichever is the lesseer, provided that any amounts held by Lessee subject to refund will be promptly distributed, without interest, when Lessee's sale price is shally determined by judicial or administrative authority. Payment of royalties hereunder shall be made or tendered on before the end of the month following the production month, beginning no later than six (6) months after Date of First Sales.

4. Delay Rental. It is hereby agreed and acknowledged by Lessor and Lessee that this is a Paid-Up Oil and Gas Lesse and all delay rentals due and payable under this agreement have been paid in advance and have been included in the consideration paid to Lessor by Lessee for this oil and gas lease.

It is agreed that Lessee may drill or not drill on the leased premises, as it may elect, and that the consideration and rentals paid constitute adequate companisation for such privilege. No implied covenant shall be read into this lease requiring Lessee to drill or continue drilling on said land, or fixing the measure of diligence necessary on Lessee's part.

to continue drilling on said tano, or soring are invested in Privillages. In full componestion for the storage and rights having granted and in list of all delay certail, or royally due or to become due for the right to produce or for its or gos from the sands, strote, or horizons where ges may be stored or being protected a herein provided, if the composition of the comp

thetanding anything centained herein to the contrary, the payment of storage rentale shell be subject to the "Lescer Inter Irisonment of Payments" and "Assignment" provisions of this lesse. In addition, this lesse shall be deemed to include or of acres specified in Paragraph 1 for the calculation of storage payments.

- 6. Dry Hole Clause and Cessation of Production. If during the last year of the primary term and prior to the discovery of oil or gas on said land, Lessee should drill a dry hole thereon, or if after discovery of oil or gas either before or during the last year of the primary term, the production thereof should cease during the last year of said term from any cause, no rentel payment or operations are necessary in order to keep this lesse in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee has commenced operations for drilling a new well or reworking an old well, this lesse shall continue in force as soing as such drilling or reworking operations continue, or if after the expiration of the lessee shall continue in force if drilling or reworking operations are commenced within 120 consecutive days after seventiang operations, conducted without cessation of more than 120 consecutive days, this lease shall continue as long as additional drilling or reworking operations are continued without cessation for more than 120 consecutive days.
- 7. Shut-in Royalty. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of Twenty Dollar (\$20,00) per year per not royalty acre repiration of ninety (90) days from the date such well is shut-in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee of sixty (60) days after receipt of such notice to tender such late payment or such payment in the proper amount, together with
- 8. Lesser interest. The respective amounts of all delay rentals, royalties, and other payments are to be calculated in proportion to Lessor's interest in such rights with respect to which each such payment is made; that is, in case Lessor owns less of an interest in any of such rights than the full and entire interest therein, then the payments in respect to such rights shall be paid to Lessor only in the proportion which Lessor's interest in such rights bears to the full and entire interest in such rights.

Corder v. Antero

\$K1499 PG0149

- 9. Apportionment of Payments. If the leased premises are now, or shall bereafter be owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all rentals, royalties and payments provided for shall be treated as an entirely and shall be divided among, and paid to, such separate owners in the proportion that the accessed owned by each such separate owner bears to the entire leased acreage.
- 10. Assignment. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns, of the parties hereto, but no change in division of ownership of the land, rentals, or other payments hereunder, or interest therein, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest herein, shall be binding on Lessee until thirty copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance or safe of said rights. In event of the assignment of this lesse as to a segregated portion of said land, the shut-in royalties and other payments are everal leasehold owners relably according to the surface areas attributable to each, and default in shut-in royalties or other payments by one such leasehold owners or Lessee shall not effect the rights of the other leasehold owners or Lessee shall not effect the rights of the other leasehold owners or Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.
- 11 Surrender. Lessee may, at any time or from time to time, exocute and deliver to Lessor or place of record a surrender covering all or any part of the lessed premises and thereupon shall be relieved of all obligations thereafter to accrue with respect to the lessed premises so surrendered.
- 12. Pooling. Lessor grants unto Lessee the right to pool into a separate drilling or production untit(s), as to any one or more formations, said land or any part thereof and the leasehold estates in the vicinity of said land, whether consiguous or non-advisable to create such pools to develop and operate efficiently such lands. Any such past in of substantially exceed 80 cares each in area for oil and 640 acres each in area for gas, plus, in both instances, a tolerance of lan percent (10%) provided however, that larger pools may be created to conform to any well specing or unit pattern prescribed by any governmental such pooling as to any one or more formations, and oil units need not conform to risk ease is pooled or combined as to any one or more formations, and oil units need not conform to the area within gas of a well thereon by recording in the country wherein the pooled land(s) are located, a declaration of such pooling, Neither the a well, the conduct of other drilling operations, the completion of a well or day hole, or the operations. The commencement of a well, the conduct of other drilling operations, the completion of a well or day hole, or the operation of a producing well on the pooled area, shall be considered for all supposes (except as to royalties) as if said well were located on, or such drilling operations are supposed on the pooled area (shall be conducted upon the lends covered by this lease whether or not such well is located upon, or such drilling operations are that Lessor's acreage in the pooled area (shall be conducted upon, as ideated. The royalties provided for in Paragraph 3 hereof shall be tendered or paid to Lessor in the proportion reduce, enlarge, or modify such pool(s) at any time. The royalties and such other payments tendered or paid to Lessor in the proportion reduce, enlarge, or modify such pool(s) at any time. The royalties and such other payments tendered or paid the therefore that Lessoes in the proportion are the total pooled area. Lessoe shall have the right but not
- 13. Other Rights Lessee. Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations except water from wells of Lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the lessee premises shall, without the written consent of Lessee, be let, granted or foreneed by Lessor to any other party for the location, construction or maintenance of adjacent tends for oil or gas. Lessee shall also have the right to use, free of cost, any pipeline(s) laid under the terms of this lesse for the transportation of gas produced off of the lands lessed hereunder. Upon termination or expiration of this lesse, Lessee shall have the option to purchase a pipeline right of way for any existing pipelines laid under the terms of this lesse pursuant to paragraph 19 hereof.
- 14 Other Rights Lessor. Lessee shall bury below plow depth its pipolines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled within 200 feet of any house or bern now on the leased premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for actual damages to growing crops, merchantable timber and fences caused by its operations on said lands.
- Warranties. Lessor bareby-warrants and agrees to defend the life to the lands and interest described in Paragraph 1, the interest of Lessor covered by this lasse is expressly stated to be less than the artira-fee or minoral estate. Lessors prior at and paragraph lessor are interest to stated to the interest or stated Lessor further varrants that the lands hareby lessor are uniqued to any void rights as may be obtained thereby and Lessos that not suffer any porty dismining any interest in said land and exercise such rights as may be obtained thereby and Lessos that not suffer any forbither one incurs by lessors the property of the sum of the
- Force Majeure. Should Lessee be prevented from complying with any expressed or implied covenant of this lesse, from conducting drilling or reworking operations thereon or from producing of or gas by reseon of scarcity of, or inability to obtain or to use equipment or material, or by operation of force majeure, or because of any facteral or state lew or any norder, rule or regulation of a governmental authority, then while so prevented. Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lesses shall be extended while and so long as hydrocarbons from the lessee from conducting drilling or reworking operations on, or from producing oil or gas or other anything in this lesses to be contrary notwithstanding, and, if such cause shall extend within 120 days of the end of the primary or production from the lesse or lands pooled with it.

BK1499 PG0150

17. Adverse Claim. If Lessee receives written notice of an adverse claim to the leased premises, affecting all or any part of the payments due hereunder, Lessee may, at its sole discretion, withhold payment or delivery of same without obligation to pay interest or penalty until such time as Lessor's ownership is determined by compromise, or by final decree of a court of competent jurisdiction, or Lessee may file a petition for interpleader. Lessee shall in no event be fiable for interest or penalty for any such amounts withhold.

 Payments. All payments are to be mailed to: Janet Packard 39425 Harbor Hills Blvd Lady Lake, FL 32159

who is (are) hereby appointed agent(s), if designated as 'Agent' above, to receive and receipt for the same and to receive notices given by Lessee as provided herein. Lessee shall not be obligated to make payments or give notices to more than the number of payees hereinabove designated. Lessee shall not be obligated to make payments to any individual payee or agent hereunder until payments acceed the sum of Twenty-Five Dollars (\$25.00), but in any case, payments shall be made at least once each calendar herein. Until such agent(s) or payee(s) is appointed or designated as above required, Lessee may withhold payment due hereunder without liability for interest or penalty. The depositing of such payments hereunder in any post office addressed as above set out fourth shall be deemed payment or tender as herein provided. Notwithstanding the death of Lessor, payment or Lessor and his successors in interest.

- 19. Pipeline Option. For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby advicewindged, at the expiration of termination of this lease, Leases shall be given the option to purchase pipeline spiking of way, for any existing pipelines laid under the terms of this lease for the price of \$1.00 per innear loot, the lease and have one (1) year to exercise this price of the lease of the expiration of this lease or after receiving written notification from the Lease stating that said lease has expired or been terminated and demanding that Leases exercise the approach of the lease of the pipelines in place.
- 20. Successors and Assigns. This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective heirs, devisees, personal representatives, successors and assigns. Reference herein to Lessor and Lessee shall include reference to their respective heirs, devisees, personal representatives, successors and assigns. Should any one or more of the parties named above as Lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing same.
- Pre-Existing Wells. It is mutually agreed between Lessee and Lessor that any and all existing oil and/or gas wells located on the premises are specifically excepted and excluded from the operations of this lease.
- 22. Affidavit of Non-Production. Lessor hereby warrants that (i) the property is not encumbered by any enforceable oil or gas use of record or otherwise executed by the Lessor and that (ii) Lessor is not currently receiving any bonus, rental, production royalty or payment, or shut-in royalty as the result of any prior oil and gas lease covering any or all of the subject property, and that there have been no welfs drilled upon the subject property or upon any lands with which the property has been combined in a drilling or production unit, with the exception of the well privately owned by Lessor.
- 23. Compliance with Statutes. It is agreed between the parties hereto that in the event any provision or portion of this oil and gas lease is determined by a court of competent jurisdiction, regulatory agency, regulatory body, or legislative body to be in violation of local, state or federal statute, rule or regulation, the relevant portion of the subject provision or portion of this oil and gas lease which is not in compliance with such statute, rule or regulation shall be severed from this agreement to the extent amended.
- 24. Right of First Refusal. —If at any-time within the primary term of this lease or any continuation or entension thoseon tessor receives any-bona fide offer, acceptable to Leaser, to grant an additional lease. (Top Leaser) covering all or part of the above described band. Leases shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed leases's name, because consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to utilized and portioning all pertinent and relevant terms and conditions of the Top Lease. Leases shall have fifteen (15) days (auditative of Saturdays Sundays and Federal holdsys) share records from Leaser of a complete sery of any such offer to advise Leaser in writing of its election to enter into an oil and see leases with Leaser on equivalent terms and conditions as to all or any part of the above described land. If Lease for like to control the complete sery within the aforestid likeon (15) day period of its election to most any such bona fide offer, Leaser shall have the right to accept taid offer. Any Top Lease granted by Leaser, uniquely on invitation of the control terms and conditions are received.

K1499 P60151

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL PROVISONS

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, stoned and acknowledged in the

LESSOR

Janet Packard

Leroy Packard

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _ Janet Packard and Leroy Packard wife and historical

25K

ptender 2012, by

My Commission Series 7/10/10

ary Public

GEORGE M. SECK Burry Public - State of Florida by Costen, Explores Jul 15, 2016 Commission & EE 216622

This instrument prepared by the following; when recorded, please return to:

Antero Resources Appelachien Corporation P.O. Box 410 Bridgegori WV 26330

BK1499 PG0152

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated July 24, 2012 by and between Janet Packard and Leroy Packard, wife and husband, as lessors and Antero Resources Appalachian Corporation, as lessee, to-wit:

The following provisions shall supplement the printed provisions of the Lease; and, in the event of any conflict between the following supplemental provisions, and the provisions of the printed Lease, these supplemental provisions shall prevail and

SUPERSEDE CLAUSE

All term and provision of this Exhibit A supersede and replace those in the body of the oil and gas lease, to which this is attached, whenever they conflict.

All reference herein made to One-Eighth (12 ½%) royalty are hereby amended to read Fifteen (15.0%) percent royalty.

Market Enhancement (Gross Proceeds) Clause

Market Enhancement (Gross Proceeds) Clause

It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lesse or by state law shall be without deduction, directly or indirectly, for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such costs which result in enhancing the value of the marketable oil, gas a better ratio may be deducted from Lessoft show of production to long as those as those are hose as those are hose as a long as those are hose done. products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessoe's actual cost of such enhancements. However, in no event shall Lessor receive a price that is less than, or

Janet Packard

Finil takan

This instrument prepared by the following; when recorded, please return to:

Antero Resources Appalachian Corporation P.O. Box 410 Bridgeport, WV 26330

ANTERO RESOURCES APPALACHIAN CORPURATION P.O. BOX 410 BRIDGEPORT- NV 26330-0410

BK1499 PG0135

Susan J Thomas
HARTISON County 02:41:58 PM
Instrument No 201200043318
Date Recorded 10/02/2012
Document Type LEP
Pages Recorded 6
Book-Page 1499-135
Recording Fee \$6.00
Additional \$6.00

OIL AND GAS LEASE (PAID-UP)

Lessor: Lorene Krafft, helr of Jesse C. Corder Lessee: Antero Resources Appelachien Corporation Lesse Number_ Prospect: Greenbrier WV-PA Revissed- ARAC/PAL Rev. June-09

This Agreement, made and entered into this day of September 20th, 2012, by and between Lorens Krafft, 720 Park Avenue, Byria, OH 44035, hereinsfler referred to individually and collectively as "Lessor," and Antero Resources Appelachian Corporation, 1625 17" Street, Suite 300., Deriver, CO 80202, hereinsfler referred to as "Lessee," WITNESSETH THAT:

- Leseing. Lessor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the covenants herein contained, hereby grants, demises, lesses and lets exclusively unto Lesses the lands hereinsiter described for the purposes of:
 - exploring by geological and geophysical and other methods, (including, but not limited to, conducting seismic surveys), drilling either vertically or horizontally, operating for, producing oil or gas or both including methans gas present in or associated with any formations, horizons, strate or zones and/or; and,
 - b) for the further purpose and with the exclusive right in the Lessee, as it may see fit, to store any kind of gas therein by pumping or otherwise introducing the same into any sand or sande, substrate or horizon in an under said land, and the right to remove the same by pumping or otherwise through any wait or wells on said land or other lands, and to use said lend for protecting gas stored within and under adjoining and neighboring lands, together also with the right to drill, operate and maintain wells for the purpose of injecting, storing and disposing of waste fluids from within and under said land or other lands resulting from or incidental to the production of or injection, storage and removal of gas,

together with the right and essement to construct, operate, repair, maintain, resize and remove pipelines, telephone, power and electric lines, tanks, ponds, roadways, plants, equipment and structures thereon to produce, save, store and take care of such substances, and the exclusive right to inject air, gas, water, brine or other fluids into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of the lands, alone or conjointly with neighboring lands for these purposes, said lands being allusted on the waters of Turtle Tree Fork of Tan Mile, in Union District, County of Harrison, State of West Virginia, and being bounded now or formerly substantially as follows, to wit:

On the North by lends of:
On the East by lends of:
On the South by lends of:
On the South by lends of:
On the West by lends of:
Bill Devenicies

Said lands being identified for tax purposes as Tax Parcel ID: 20-361-3, 4, 5 as of this date. Notwithstanding said tax map designation, this lease shall be effective as to the tract actually owned by Lessor whether or not the tax map designation correctly identifies the location of the tract. Being also the same interest acquired by the Lessor by Deed Book Deed dated October 10, 1928 and recorded on October 10, 1928 in the Recorder of Deeds Office in and for Herriscon County, State of West Virginia, filed as Deed Book 393, Page 399, it being the purpose and intent of Lessor to lesse, and Lessor does hereby lesses, all strips or perceits of land now owned by Lessor, or herselfer acquired which adjoin the lands above described, and all interests in the land above described now owned or herselfer acquired by Lessor. For all purposes of this lesses, including determining the amount of delay rentals, royalities and shut-in royalities hereunder, said land shall be deemed to contain 48,69 acres whether it actually contains more or less. For all purposes of this lesses references to oil and gas or either or both of them shall meen oil, or gas, or both and all substances which are constituents of or produced with oil or gas, whether similar or dissimilar or produced in a gaseous, liquid, or solid state.

- Term. Subject to the other provisions hereof, this lease shall remain in force for a term of Five (5) years from this date (herein called "primary term") and:
 - as long thereafter as oil and gas, or either of them, is produced from the land or from lands pooled therewith, or drilling operations are confinuously prosecuted as hereinster provided, or this lease is otherwise maintained in effect pursuant to the provisions hereof; or,
 - b) as long thereafter as gas is being stored, held in storage, or withdrawn from the premises by Lessee or said land is used for the protection of storad gas alone or in conjunction with other lands or Lessee is actively engaged in developing the area including said lands for the storage of gas. It is agreed that the cassation of production from wells on the lessed premises or upon other lands unitized therewith, after the expiration of the original term, shall not terminate this lessed whether the pooling units have been disactived or not, if the land is used for the storage or protection of storad gas prior to the plugging and abandonment of wells from which oil and/or gas has been produced. It is understood that a well need not be drifted on the premises to permit the storage of gas, and it is agreed that the Lessee shall be the sole judge as to whether gas is being stored within the lessed premises or said land is being used for the protection of storad gas and that its determination shall be final and conclusive.

"Drilling operations" include operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or reestablish production of oil or gas. Drilling operations shall be considered to be "continuously prosecuted" if not more than 120 days shall elepse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole.

3. Royatties. The royatties to be paid by Lessee are: (a) on oil, One-Eighth (12.5%) of that produced and saved and delivered at the wells or into the pipeline to which the wells may be connected. Lessee may from time to time purchase any royalty oil in its possession, paying the market price then prevailing for the field where produced, and Lessee may sell any royalty oil in its possession and pay Lessor the price received by Lessee for such oil computed at the well ec One-Eighth (12.5%) of all Post Production Costs and less the same fractional share of all production, petroleum exclse and severance taxes; (b) on gas, including casingheed gas or other gaseous substance, produced from said land and sold or used beyond the well or for the

瞅1499 PGD136

extraction of gasoline or other product, an amount equal to One-Eighth (12.5%) of the net amount realized by Lessee computed at the well, the royalty shall be One-Eighth (12.5%) of the amount realized by Lessee from such sale, less One-Eighth (12.5%) of all Post Production Costs and less the same fractional share of all production, petroleum excise and severance taxes.

As used in this provision, "Post Production Costs' shall mean all costs actually incurred by Lessee or its affiliate and all losses of produced volumes whether by use es fuel, line loss, flaring, venting or otherwise from and after the wethead to the point of sale. Post Production Costs includes, without limitation, all costs of gathering, threating, processing, blending, marketing, compression, dehydration, transportation, removel of liquid or gaseous substances, and/or removel of impurities of or from the affected oil and gas, and costs of any other activities associated with making the oil and gas ready for movement, sale or use. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to socure for the purchaser's revenues, receipts, costs or charges, or other activities that occur, beyond and past the point of sale. Lessee or its affiliate shall have the light to construct, maintain and operate any facilities providing some or all of the services identified as Poet Production Costs. If Lessee or its affiliate shall have the resconsibly estimated total production volumes stributable to the well or wells using such facilities.

In no event will the royalties psyable hersunder exceed One-Eighth (12.5%) of any governmentally-imposed sales price ceiling applicable to Lessee's sales or One-Eighth (12.5%) of the net amounts received by Lessee not subject to refund, whichever is the lesser; provided that any amounts held by Lessee subject to refund will be promptly distributed, without interest, when Lessee's sale price is finally determined by judicial or administrative authority. Payment of royalties hereunder shall be made or tendered on or before the end of the month following the production month, beginning no later than six (6) months after Date of First Sales.

4. Delay Rental. It is hereby agreed and acknowledged by Lessor and Lessee that this is a Paid-Up Oit and Gas Lesse and all delay rentals due and payable under this agreement have been paid in advance and have been included in the consideration paid to Lessor by Lessee for this oil and gas lesse.

It is agreed that Lessee may drill or not drill on the lessed premises, as it may elect, and that the consideration and rentale paid constitute adequate compensation for such privilege. No implied covenant shall be read into this lesse requiring Lessee to drill or to continue drilling on said land, or fixing the measure of diligence necessary on Lessee's part.

Payment for Storage or Storage Protection Privileges. In full compensation for the storage and storage rein granted and in lieu of all dalay rental, or neyally due or to become due for the right to produce or for the a from the canda, etrota, or horizons where gas may be stored or being protected as herein provided, Less to be pay Lessor, when no wells on the lessor premises are utilized for the storage of gas, an annual storage of gas, and annual storage of gas, and annual storage of gas, an annual storage of gas, and annual storage of gas, and annual storage of gas, an annual storage of gas, and annual storage of gas, an annual storage of gas, and annual storage of gas, an annual storage of gas, and gas, an annual storage of gas, and gas, a

- 6. Dry Hole Clause and Cessation of Production. If during the last year of the primary term and prior to the discovery of oil or gas on said land, Lesses should drill a dry hole thereon, or, if after discovery of oil or gas either before or during the last year of the primary term, the production thereof should cesse during the last year of said term from any cause, no rental payment or operations are necessary in order to keep this lesse in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee has commenced operations for drilling a new well or revorking an old well, this lesses shall continue in force as long as such drilling or reworking operations continue, or if after the expiration of the primary term, production on this lesses shall consecutive days after such cressation of production; if production is restored or additional production is discovered as a result of any such drilling or reworking operations, conducted without cessation of more than 120 consecutive days, this lesse shall continue as long thereafter as oil or gas is produced and as long as additional drilling or reworking operations are continued without cessation for more than 120 consecutive days.
- 7. Shut-in Royalty. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Leasee shall pay or tender a royalty of Twenty Dollar (\$20,00) per year per net royalty sore retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut-in and thereafter on the anniversary date of this lease during the period such well is shut-in to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make shut-in gas well payment and Lessee shall have failed for a period of sloty (90) days after receipt of such notice to tender such late payment or such payment in the proper amount, together with a late or improper payment penelty of \$100.00.
- 8. Leaser Interest. The respective amounts of all delay rentals, royalties, and other payments are to be calculated in proportion to Lessor's interest in such rights with respect to which each such payment is made; that is, in case Lessor owns less of an interest in any of such rights than the full and entire interest therein, then the payments in respect to such rights shall be paid to Lessor only in the proportion which Lessor's interest in such rights bears to the full and entire interest in such rights.

BK1499 PG0137

- 9. Apportionment of Payments. If the leased premises are now, or shall hereafter be owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all rentals, royalties and payments provided for shall be treated as an entirety and shall be divided among, and paid to, such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage.
- 10. Assignment. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns, of the parties hereto, but no change in division of ownership of the land, rentals, royalties, or other payments hereunder, or interest therein, however accomplished, shall be brinding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. Mail at Lessee's principal place of business with a certification of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance or sale off said rights. In event of the assignment of this lesse as to a segregated portion of said land, the shut-in royalties and other payments payable hereunder shall be apportioned emong the several lessehold owners ratiably according to the surface areas attributable to each, and default in shut-in royalties or other payments by one such lessehold owners or Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.
- 11. Surrender. Lessee may, at any time or from time to time, execute and deliver to Lessor or place of record a surrender covering all or any part of the lessed premises and thereupon shall be relieved of all obligations thereafter to accrue with respect to the lessed premises so surrendered.
- 12. Pooling. Lessor grants unto Lessee the right to pool into a separate drilling or production unit(s), as to any one or more formations, said land or any part thereof and the lessehold estates in the vicinity of said land, whether contiguous or non-configuous, held by Lessee or other mineral owners or lessees under other lesses, when in Lessee's judgment, it is necessary or advisable to create such pools to develop and operate efficiently such lands. Any such pool shall not substantially exceed 80 scree each in area for oil and 640 acree each in area for gas, plus, in both instances, a tolerance of ten percent (10%); provided however, that larger pools may be created to conform to any well specing or unit pattern prescribed by any governmental authority. The units formed by pooling as to any one or more formations need not conform to the area within gas units. Lessee, alone or with or other mineral owners or lessees under other lesses, may form any pool before or after completion of a well thereon by recording in the county wherein the pooled land(s) are located, a declaration of such pooling. Neither the pooling nor the provisions hereof shall operate as a transfer to title of any interest in the lessed premises. The commencement of a well, the conduct of other drilling operations, the completion of a well or dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except as to royatities) as if said well were located upon, or such drilling operations are conducted upon, said lands. The royatities provided for in Paragraph 3 hereof shall be tendered or paid to Lessor in the proportion that Lessor's acreage in the pooled area(s) bears to the total pooled area. Lessee shall have the right but not the obligation, to reduce, enlarge, or modify such pool(s) at any time. The royatities and such other payments tendered or paid thereafter shall then be based upon the proportionate acreage and interests in the revised pool. At any time the pool to this lesse.
- 13. Other Rights Lessee. Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations except water from wells of Lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the lessed premises shall, without the written consent of Lessee, be let, granted or licensed by Lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lends for oil or gas. Lessee shall also have the right to use, free of cost, any pipeline(s) laid under the terms of this lesse for the transportation of gas produced off of the lands lessed hersunder. Upon termination or expiration of this lesse, Lessee shall have the option to purchase a pipeline right of way for any existing pipelines leid under the terms of this lesse pursuant to paragraph 19 hereof.
- 14. Other Rights Lessor. Lessoe shall bury below plow depth its pipelines on the lessed premises when requested by a Lessor owning an interest in the surface. No well shall be drilled within 200 feet of any house or bern now on the lessed premises without the written consent of the owner of the surface on which such house or bern is located. Lessee shall pay for actual damages to growing crops, merchantable timber and fences caused by its operations on said lands.
- 15. Warranties. Lessor-hereby warrants and agrees to defend the title-to-the-lands and interest described in Rengraph 1, but if the interest of Lessor-covered by this lessor is everycetly stated to be less than the entire fee or mineral estate, Lessor known that the lands hereby lessor are not subject to any sent warranty shall be limited to the interest or stated Lessor further warrants that the lands hereby lessor are not subject to any senty elaming any interest in said land and exercise such rights of any party elaming any interest in said land and exercise such rights of any time to pay for Lessor, any merigage, taxes or other lien on said lands, in the event of defeut of payment by Lessor, and then be subregated to the rights of the holder thereof. Any such payments made by Lessor may be deducted from any amounts of money which may become due Lessor under this lessor.
- 16. Force Majeure. Should Lessee be prevented from complying with any expressed or implied covenant of this lesse, from conducting drilling or reworking operations thereon or from producing oil or gas by reason of scarolty of, or insbillty to obtain or to use equipment or material, or by operation of force majeure, or because of any federal or state law or any order, rule or regulation of a governmental authority, then while so prevented, Lessee's obligations to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lesse shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on, or from producing oil or gas or other hydrocarbons from the lessed premises; and the time while Lessee is so prevented shall not be counted against the Lessee, anything in this lesses to the contrary notwithstanding, and, if such cause shall exist within 120 days of the end of the primary term, this lesse shall be extended for 120 days after the cessation of such cause and as long thereafter as there are operations on or production from the lessee or lands pooled with it.

BK1499 PG0138

17. Adverse Claim. If Lessee receives written notice of an adverse claim to the lessed premises, affecting all or any part of the payments due hereunder, Lessee may, at its sole discretion, withhold payment or delivery of same without obligation to pay interest or penalty until such time as Lesse's ownership is determined by compromise, or by final decree of a court of competent jurisdiction, or Lessee may file a petition for interpleader. Lessee shall in no event be liable for interest or penalty for any such

All payments are to be mailed to: Lorena Krafft 720 Park Avenue Elyria, OH 44035

who is (are) hereby appointed agent(s), if designated as 'Agent" above, to receive and receipt for the same and to receive notices given by Lessee as provided herein. Lessee shall not be obligated to make payments or give notices to more than the number of payees hereinabove designated. Lessee shall not be obligated to make payments to any individual payee or agent hereunder until payments exceed the sum of Twenty-Five Dollars (\$25.00), but in any case, payments shall be made at lesst once each calendar year, Lessee shall not be obligated to see to the application of any monites paid by Lesse or to the agent(s) designated herein. Until such agent(s) or payee(s) is appointed or designated as above required, Lessee may withhold payment due hereunder without liability for interest or penalty. The depositing of such payments hereunder in any post office addressed as above set out fourth shall be deemed payment or render as herein provided. Notwithstanding the death of Lessor, payment or tender to the decassed Lessor shall be binding on the heirs, devisees, executors, administrators and personal representatives of Lessor and his successors in interest.

- 20. Successors and Assigns. This lesse and all provisions thereof shall be applicable to and binding upon the parties and their respective heirs, devisees, personal representatives, successors and assigns. Reference herein to Lessor and Lessee shall include reference to their respective heirs, devisees, personal representatives, successors and assigns. Should any one or more of the parties named above as Lessors not execute this lesse, it shall nevertheless be binding upon the party or parties executing.
- Pre-Existing Wells. It is mutually agreed between Lessee and Lessor that any and all existing oil and/or gas wells located on the premises are specifically excepted and excluded from the operations of this lesse.
- Affidavit of Non-Production. Lessor hereby warrants that (i) the property is not encumbered by any enforceable oil or gas use of record or otherwise executed by the Lessor and that (ii) Lessor is not currently receiving any ponus, rental, production royally or payment, or shul-in royalty as the result of any prior oil and gas lease covering any or at of the subject property, and that there have been no wells drilled upon the subject property or upon any lands with which the property has been combined in a drilling or production unit, with the exception of the well privately owned by Lessor.
- ance with Statutes. It is agreed between the parties hereto that in the event any provision or portion of this oil and gas lease is determined by a court of competent jurisdiction, regulatory agency, regulatory body, or legislative body to be in violation of local, state or federal statute, rule or regulation, the relevant portion of the subject provision or portion of this oil and gas lease which is not in compliance with such statute, rule or regulation, and this oil and gas lease shall continue in full force and effect as

BK1499 PG0139

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL PROVISONS

IN WITNESS WHEREOF, the perties hereto have hereunto set their hands, signed and acknowledged in the presence of

LESSO

Lorena Krafft

ACKNOWLEDGEMENT

STATE OF WEST VIRGINIA

COUNTY OF HARRISON

My Commission Expires: 2/23/2019

Usuche Sheared



This instrument prepared by the following: when recorded please return to:

Antero Resources Appalachian Corporation P.O. Box 410 Bridgeport, WV 26330

BK1499 PG0140

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lesse dated September 20, 2012 by and between Lorena Krafft, as lessors and Antero Resources Appalachian Corporation, as lessee, to-wit:

The following provisions shall supplement the printed provisions of the Lease; and, in the event of any conflict between the following supplemental provisions, and the provisions of the printed Lease, these supplemental provisions shall prevail and

SUPERSEDE CLAUSE

All term and provision of this Exhibit A supersede and replace those in the body of the oil and gas lease, to which this is attached, whenever they conflict.

All reference herein made to One-Eighth (12 1/3%) royalty are hereby amended to read Fifteen (15.0%) percent royalty.

Market Enhancement (Gross Proceeds) Clause
It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction, directly or indirectly, for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessor's actual cost of such enhancements. However, in no event shall Lessor processes a price that is less than or Lessee's actual cost of such enhancements. However, in no event shall Lessor receive a price that is less than, or more than, the price received by Lessee.

Signed for Identification:

Leverskrift Lorena Krafft

This instrument prepared by the following; when recorded, please return to:

Antero Resources Appalachian Corporation P.O. Box 410 Bridgeport, WV 26330

Corder v. Antero

SCERG RESOURCES CORPORATION
5. 90X 410
90.09EFORT - Nr. 28330-0410

BK: 562 PG1120

Susan J Thomas
HARRISON County 03:45:25 PM
HARRISON County 03:45:25 PM
HARRISON TO 20150052971
Date Recorded 10/21/2015
Document Tyre LEA
Poses Recorded 2
Book-Pase 1562-1120
Recording Fee 15.00
Additional 86.00

MEMORANDUM OF OIL AND GAS LEASE

THIS MEMORANDUM OF OIL AND GAS LEASE ("Memorandum"), dated this 14th day of August, 2015, by and between Lorens Krafft, whose address is 720 Park Avenue, Elyria, OH 44035, hereinafter referred to individually and collectively as "Lessor," (whether one or more) and ANTERO RESOURCES CORPORATION, whose address is 1615 Wynkoop Stroot, Denver, CO 80202, hereinafter referred to as "Lessor."

WITNESSETH

WHEREAS, Lessor has entered into an Amended Oil and Gas Lease with Lessoe dated the 14th day of August, 2015 (the "Lease"), and

WHEREAS, that parties now enter into this Memorandum to provide notice of the Lease

- I. For good and valuable consideration, the receipt of which having been acknowledged and accepted by the Lessor, the Lessor did grant, demise, lease and let exclusively unto Lessoe the lands hereinsafter described for the purposes of exploring by geological and geophysical and other methods, (including, but not limited to, conducting asismic surveys), drilling either vertically or horizontally, operating for, producing oil or gas or both including methane gas present is or associated with any formations, horizons, strats or zones, from the top of the Rhinestreet Formation (as seen by the James P. Boring Well, API Number 47033005270000, at a depth of 5439") to five hundred feet (500") below the top of the Helderberg Formation is seen by the James P. Boring Well, API Number 47033005270000, at a depth of 7191"), and the exclusive right to inject air, gas, water, brine or other fluids into the subsurface strats and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of the lands, alone or conjunity with neighboring lands for these purposes, together with the right and essement to construct, operate, repair, maintain, resand are move pipelines, telephone, power and electric lines, tanks, ponds, roadways, plants, equipment and structures thereon to produce, save, store and take care of such substances.
- 2 Said lands being described in the Lease as situated on the waters of the Turtle Tree Fork of Ten Mile in the District of Union, County of Harrison, State of West Virginia, and being bounded now or formerly substantially as follows, to wir:

On the North by lands of County Road 30/5 On the East by lands of Franklin D. Riffle On the South by lands of James Corder On the West by lands of Bill Devericks

Said lands being identified for tax purposes as tract or parcel number 20-361-3, p/o 5 as of the date of this lease. Notwithstanding said tax map designation, this lease shall be effective as to the tract actually owned by Lessor whether or not the tax map designation correctly identifies the location of the tract. Being also the same interest acquired by the Lessor in Fiduciary Order Book dated July 5, 2000, and recorded in the Clerk's Office in and for Harrison County, State of West Virginia, filed in Fiduciary Order Book 100 at Page 347. For all purposes of this lease, including determining the amount of delay rentals, royalties and shut-in royalties hereunder, said land shall be deemed to contain 32-45 gross acres whether it actually contains more or leas. For all purposes of this Memorandum, references to oil and gas or either of them shall mean oil, or gas, or both and all substances which are onsatiuents of, or produced with, oil or gas, whether similar or dissimilar, or produced in a gaseous, liquid, or solid state (as further defined in Paragraph 1 of the Lesse).

- 3. The primary term of said Lease commenced August 14th, 2015 for a term of <u>FIVE (5) YEARS</u>, and will expire August 14th, 2020. The primary term of the Lease shall be extended for as long thereafter as oil and/or gas is produced from the Lease premises or lands with which the Lease is unitized or pooled; or as long as drilling operations are continuously prosecuted as provided in the Lease; or as long as the leased premises shall be operated or otherwise maintained by Leasee, its successors or assigns, in accordance with the terms and provisions of the Lease, unleas earlier terminated in accordance with the terms and provisions of the Lease.
- 4. Lessee shall have the option to extend the primary term of the Lesse for an additional five (5) years ("Extended Term"), pursuant to the terms of the Lesse. Assignce's election to extend the term of the Lesse shall be tendered in writing to Lessor on or before the expiration of the primary term. Lessoe may file a written notice of its election to extend the primary term and cause the same to be recorded among the land records of the county wherein the lands are located.
- 5. Right of First Refusal. If at any time within the primary torm of this losse or any continuation or extension thereof. Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lesse ("Top Lesse") covering all or part of the above described land, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lesse on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed lessee is name, bonus consideration and royalty consideration to be paid for such Top Lesse, and include a copy of the lessee form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lesse. Lessee shall have fifteen (15) days (exclusive of Sautrdays, Sundays and Federal holidays) after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lesse with Lessor on equivalent terms and conditions, as to all or any part of the above described land. If Lessor falls to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bons fide offer, Lessor shall have the right to accept said offer. Any Top Lesse granted by Lessor in violation of this provision shall be null and void.

LEW MY

l of 2

BK: 562 PG1121

6. The parties hereto incorporate all terms, covenants, provisions, conditions, coyalties and rentals as set forth in the Lease by reference as though fully written and set forth herein. In the event the Lease is amended or supplemented by written instrument executed by the parties in interest thereto or assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum manner permitted under the terms thereof, most wantout any nuture act or manufactures, that membrandous shall likewise and to the same effect be amended, assigned or terminated, as the case may be. This Memorandum is executed in simplified short form for the convenience of the parties and for the purpose of recording the same and this Memorandum shall not in any way have the effect of modifying, supplementing or abridging the Lease or any of its provisions now or hereafter in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written signed and acknowledged in the presence of: Lorena Krafft LESSEE: ANTERO RESOURCES CORPORATION By: Brian Kulan Title: Vice President-Land INDIVIDUAL ACKNOWLEDGMENT STATE OF Ohio COUNTY OF LOCALD ent was acknowledged before me this 24th day of Aug. IN WITNESS WHEREOF, I hereunto set my band and official seal. [SEAL] CORPORATE ACKNOWLEDGMENT STATE OF COLORADO COUNTY OF DUNNEY On this 17 day of September, 2015, before me CE Unitary.

the undersigned Notary, did personally appear Brian Kuba, who acknowledged himself to be the Vice Pre Land of Antero Resources Corporation, a corporation, and that he, as such, being sustorized to do so, execu

foregoing instrument for the purposes therein contained on behalf of the corporation, by signing the name of the corporation by himself and as Vice President-Land.

IN WITNESS WHEREOF, I hereunto set my hand and official scal.

[SEAL]

This instrument prepared by the following; when recorded, please return to:

Antero Resources Corporation P.O. Box 410 Bridgeport, WV 26330

2 of 2

THE DRINGS HYRLACHIAN COMPORATION William W. Allindon

MK1496 PG0587

Susan . Thomas HARRISON County 02:38:04 FM Instrument No 201200035385 Date Recorded 08/06/2012 Document Type LEA Pages Recurred 6 Book-Phon 169:-587 Recording Fee 16:00 Additional 16:00

OIL AND GAS LEASE

Lessor: Gerald Corder, heir of Jesse C. Corder Lessee: Antero Resources Appelachian Corporation Prospect: Greenbrier
WV-PA Revised-ARAC/PAL Rev. June-09

This Agreement, made and entered into this day of June 29th, 2012, by and between Gerald Corder, RR 2, Box 174, Bristol, WV 26426, hereinefter referred to individually and collectively as "Lessor," and Antero Resources Appelachien Corporation, 1625 17th Street, Suite 300., Deriver, CO 80202, hereinefter referred to as "Lessee," WITNESSETH THAT:

- Leesing. Lessor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the covenants herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the lands hereinafter described for the purposes of:
 - exploring by geological and geophysical and other methods, (including, but not limited to, conducting seismic surveys), drilling either vertically or horizontally, operating for, producing oil or gas or both including methane gas present in or associated with any formations, horizons, strate or zones and/or; and,
 - for the further purpose and with the exclusive right in the Lessee, as it may see fit, to store any kind of gas therein by pumping or otherwise introducing the same into any sand or sands, substrata or horizon in an under said land, and the right to remove the same by pumping or otherwise through any well or wells on said land or other lands, and to use said land for protecting gas stored within and under adjoining and neighboring lands, togethe set with the right to drift, operate and maintain wells for the purpose of injecting, storing and disposing of weste fluids from within and under said land or other lands resulting from or incidental to the production of or injection, storage and removal of gas,

together with the right and essement to construct, operate, repair, maintain, resize and remove pipelines, telephone, power and electric lines, tanks, ponds, roadways, plants, equipment and structures thereon to produce, save, store and take care of such substances, and the exclusive right to inject air, gas, water, brine or other fluids into the subsurface strate and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of the lands, alone or conjointly with neighboring lands for these purposes, said lands being situated on the weters of Turtle Tree Fork of Ten Mile, in Union District, County of Herrison, State of West Virginia, and being bounded now or formerly substantially as follows, to wit:

County Road 30/5 Franklin D. Riffle James Corder Bill Devericks

On the North by lands of: On the East by lands of: On the South by lands of: On the South by lands of:

Said tands being identified for tax purposes as Tax Percel ID: 20-361-3, 4, 5 as of this date. Notwithstanding said tax map designation, this lease shall be effective as to the tract actually owned by Lessor whether or not the tax map designation correctly identifies the location of the tract. Being also the same interest acquired by the Lessor by Deed Book Deed dated October 10, 1928 and recorded on October 10, 1928 in the Recorder of Deeds Office in and for Harrison County, State of Weet Virginia, filed as Deed Book 393, Page 399, It being the purpose and intent of Lessor to lesse, and Lessor does hereby lesse, all strips or parcels of leand now owned by Lessor, or hereafter acquired which adjoin the lends above described, and all intenests in the tand above described now owned or hereafter acquired by Lessor. For all purposes of this lesse, including determining the amount of delay rentals, royalties and stud-in royalties hereunder, said land shall be deemed to contain 48.08 acres whether it actually contains more or less. For all purposes of this lesse, references to oil and gas or either or both of them shall mean oil, or gas, or both and all substances which are constituents of or produced with oil or gas, whether similar or dissimilar or produced in a caseous. Busind, or solid state.

- Term. Subject to the other provisions hereof, this lease shall remain in force for a term of Five (5) years from this date (herein called "primary term") and:
 - as long thereafter as oil and gas, or either of them, is produced from the land or from lands pooled therewith, or drilling operations are continuously prosecuted as hereinafter provided, or this lease is otherwise maintained in effect pursuant to the provisions hereof; or,
 - b) as long thereafter as gas is being stored, held in storage, or withdrawn from the premises by Lessee or said land is used for the protection of stored gas alone or in conjunction with other lands or Lessee is actively engaged in developing the area including said lands for the storage of gas. It is agreed that the cessation of production from wells on the lessed premises or upon other lands unitized therewith, after the expiration of the original term, shall not terminate this lesse whether the pooling units have been disactived or not, if the land is used for the storage or protection of storad gas prior to the plugging and abandonment of wells from which oil and/or gas has been produced, it is understood that a well need not be drilled on the premises to permit the storage of gas, and it is agreed that the Lessee shall be the sole judge as to whether gas is being stored within the lesseed premises or said tand is being used for the protection of storad gas and that its determination shall be final and conclusive.

"Orilling operations" include operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or reestablish production of oil or gas. Drilling operations shall be considered to be "continuously prosecuted" if not more than 120 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole.

3. Royalties. The royalties to be paid by Lessee are: (a) on oil, One-Eighth (12.5%) of that produced and saved and delivered at the wells or into the pipeline to which the wells may be connected. Lessee may from time to time purchase any royalty oil in its possession, paying the market price then prevailing for the field where produced, and Lessee may sell any royalty oil in the possession and pay Lessor the price received by Lessee for such oil computed at the well, less One-Eighth (12.5%) of all Post Production Costs and less the same fractional share of all production, petroleum excise and severance stores; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used beyond the well or for the

MI496 PG0588

extraction of gasoline or other product, an amount equal to One-Eighth (12.5%) of the net amount realized by Lessee computed at the well-head from the sale of such substances. On gas sold at the well, the royalty shall be One-Eighth (12.5%) of the amount realized by Lessee from such sele, less One-Eighth (12.5%) of all Post Production Costs and less the same fractional share of all production, petroleum excise and severance taxes.

As used in this provision, "Post Production Costs" shall mean all costs actually incurred by Lessee or its affiliate and all losses of producion dolumes whether by use as fuel, ine loss, flaring, venting or otherwise from and after the wellhead to the point of sale. Post Production Costs includes, without limitation, all costs of gathering, treating, processing, blending, marketing, compression, dehydration, transportation, removal of liquid or gaseous substances, and/or removal of impurities of or from the affected oil and gas, and costs of any other activities associated with making the oil and gas ready for movement, sale or use. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's revenues, receipts, costs or charges, or other activities that occur, beyond and past the point of sale. Lessee or its affiliate shall have the right to construct, maintain and operate any facilities providing some or all of the services identified as Post Production Costs. If Lessee or its affiliate ose so, the actual costs of such facilities shall be included in the Post Production. Costs as a per barrel or per mof (or per mentur, at Lessee's election) charge, as appropriate, calculated by spreading the construction, maintenance and operating costs for such facilities over the reasonably estimated total production volumes attributable to the well or wells using such facilities.

In no event will the royalties payable hereunder exceed One-Eighth (12.5%) of any governmentally-imposed sales price ceiling applicable to Lessee's sales or One-Eighth (12.5%) of the net amounts received by Lessee not subject to refund, whichever is the lesser; provided that any amounts held by Lessee subject to refund will be promptly distributed, without interest, when Lessee's sale price is finally determined by judicial or administrative authority. Payment of royalties hereunder shall be made or tendered on or before the end of the month following the production month, beginning no later than six (8) months after Date of First Sales.

4. Delay Rental. It is hereby agreed and acknowledged by Lessor and Lessee that this is a Paid-Up Oil and Gas Lesse and all delay rentals due and payable under this agreement have been paid in advance and have been included in the consideration paid to Lessor by Lessee for this oil and gas lesse.

It is agreed that Lessee may drill or not drill on the lessed premises, as it may elect, and that the consideration and rentals paid constitute adequate companisation for such privilege. No implied covenant shall be read into this lesse requiring Lessee to drill or to continue drilling on said land, or fixing the measure of diligence necessary on Lessee's part.

Psyment for Storage or Storage Protection Privileges. In full-compensation for like storage herein granted and in lieu of all delay rental, or royalty due or to become due for the right to produce of
ges from the sends, strata, or horizons where gas may be stored or being protected as herein prote genes to pay Lessor, when no wells on the lessed premises are utilized for the storage of gas, an ar Dollars per sore (\$5.00) dellars, psysble questorly in advance, beginning at the next psyment date afti d under the terms of this agreement and continuing until the lessed premises shall no long the use of the wells on the lessed premises are utilized for the storage of gas, in which event Lesses shall cause p

whistanding anything contained herein to the contrary, the payment of storage rentals shall be subject to the "Lesser Interest", ortionment of Payments" and "Assignment" provisions of this lesse. In addition, this lesse shall be deemed to include the ber of sorae specified in Paragraph 1 for the calculation of storage payments.

- Dry Hole Clause and Cessation of Production. If during the last year of the primary term and prior to the discovery of oil or gas on said land, Lessee should drill a dry hole thereon, or, if after discovery of oil or gas either before or during the last year of the primary term, the production thereof should cesse during the last year of said term from any cause, no rental payment or operations are necessary in order to keep this lesse in force during the remainder of the primary term. It, at the expiration of the primary term, Lessee has commenced operations for drilling a new well or reworking an old well, this lesse shall continue in force as long as such drilling or reworking operations continue, or if after the expiration of the primary term, production on this lesse shall continue in force if drilling or reworking operations are commenced within 120 consecutive days after such cessation of production; if production is related of any such of drilling or reworking operations, conducted without cessation of more than 120 consecutive days, this lesse shall continue as long as additional drilling or reworking operations are continued without cessation for more than 120 consecutive days.
- Shurl-in Royalty. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Leasee shall pay or tender a cryalty of Twenty Dollar (\$20,00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease enext ensuing after the expiration of ninety (90) days from the date such well is shut-in and thereafter on the anniversary date of this lease during the period such well is shut-in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such failure to properly or timely make such shut-in gas well payment and Lessee shall have failed for a period of sixty (60) days after receipt of such notice to tender such late payment or such payment in the proper amount, together with a late or improper payment penalty of \$100,00.
- 8 Lesser Interest. The respective amounts of all delay rentals, royalties, and other payments are to be calculated in proportion to Lessor's interest in such rights with respect to which each such payment is made; that is, in case Lessor owns less of an interest in any of such rights than the full and entire interest therein, then the payments in respect to such rights shall be paid to Lessor only in the proportion which Lessor's interest in such rights beers to the full and entire interest in such rights.

MI496 PG0589

- 9. Apportionment of Payments. If the leased premises are now, or shall hereafter be owned in severality or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all rentals, royalties and payments provided for shall be treated as an entirety and shall be divided among, and peld to, such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage.
- 10. Assignment. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns, of the parties hereto, but no change in division of ownership of the land, rentals, royalties, or other payments hereunder, or interest therein, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest herein, shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. Mail at Lessee's principal place of business with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance or sale of said rights. In event of the assignment of this lessee as to a segregated portion of said land, the shut-in royalties and other payments payable hereunder shall be apportioned emong the several lessehold owners ratably according to the surface areas stributable to each, and default in shut-in royalties or other payments by one such lessehold owner or tages that not affect the rights of the other lessehold owners or Lessees hall not affect the rights of the other lessehold owners or Lessees hall not affect the rights of the other lessehold owners or the payments by one such lesseloid owner or the saignment.
- 11. Surrender. Lessee may, at any time or from time to time, execute and deliver to Lessor or place of record a surrender covering all or any part of the lessed premises and thereupon shall be relieved of all obligations thereafter to accrue with respect to the lessed premises so surrendered.
- 12. Pooling. Lessor grants unto Lessee the right to pool into a separate drilling or production unit(s), as to any one or more formations, said land or any part thereof and the lessehold estates in the vicinity of said land, whether contiguous or non-configuous, held by Lessee or other mineral owners or lessees under other lesses, when in Lessee's judgment, it is necessary or advisable to create such pools to develop and operate efficiently such lands. Any such pool shall not substantiatly exceed 80 acres each in areas for or just, in both instances, a toternor of the precent (10%); provided however, that larger pools may be created to conform to any well specing or unit pettern prescribed by any governmental authority. The units formed by pooling as to any one or more formations need not conform in size or area with the units or units into which the lesse is pooled or combined as to any formation or formations, and oil units need not conform to the area within gas units. Lessee, slone or with or other mineral owners or lessees under other lesses, may form any pool before or after completion of a well thereon by recording in the county wherein the pooled land(a) are located, a declaration of sund pooling. Neither the pooling nor the provisions hereof shall operations, the completion of a well to dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except as to reyalties) as if said well were located on, or such drilling operations are conducted upon, said lands. The royettes provided for in Paragraph 3 hereof shall be located or paid to lessor in the proportion that Lessor's acrasge in the pooled area(s) bears to the total pooled area. Lessee shall have the right but not the obligation, to reduce, enlarge, or modify such pool(s) at any time. The royalties and such other posyments tendered or paid thereafter shall then be based upon the proportionness acreage and interests in the revised pool. At any time the pool is not being operated as aforesaid, the declara
- 13. Other Rights Lessee. Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations except water from walts of Lesser, Lessee shall have the right at any time to remove all machinery and futures placed on said pramises, including the right to draw and remove casing. No part of the surface of the lessed premises shall, without the written consent of Lessee, be let, granted or foensed by Lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent tands for oil or gas. Lessee shall also have the right to use, free of cost, any pipeline(s) laid under the terms of this lesse, Lessee shall have the option to purchase a pipeline right of way for any existing pipelines leid under the terms of this lesse pursuant to peragraph 19 hereof.
- 14. Other Rights Lessor. Lesses shall bury below plow depth its pipelines on the lessed premises when requested by a Lessor owning an interest in the surface. No well shall be drilled within 200 feet of any house or barn now on the lessed premises without the written consent of the owner of the surface on which such house or barn is located. Lesses shall pay for actual damages to growing crops, merchantelle timber and fences caused by its operations on said lands.
- 15. Warranties. Lessor-protectly werenis and agrees to defend the title to the lands and interest described in Paragraph 1, but if the interest of Lessor-powerd by this lesser is expressly shelded to be less than the entire fee or interest each class warranty shell be limited to the interest or stated. Lessor further warrants that the lands hareby lessed are not subject to any said prior oil and gas lesses. Lesses may purchase or lesse the rights of any party slaining any interest in said land and exercise such rights of any party slaining any interest in said land and exercise such largest any to relative nor lessor nor insure my bidlity to Lessor by research thereof. Lessos a the right of any time to pay for Lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by Lessor, and then be eathregated to the right of the holder thereof. Any such payments made by Lessos for Lessor may be deducted from any amounts of money which has of the holder thereof. Any such payments made by Lessos for Lessor may be deducted from any amounts of money which has of the right or under this tesse.
- 16. Force Mejeure. Should Lessee be prevented from complying with any expressed or implied covenant of this lesse, from conducting drilling or reworking operations thereon or from producing oil or gas by reason of scarcity of, or inebility to obtain or to use equipment or material, or by operation of force majeure, or because of any tederal or state law or any order, rule or regulation of a governmental authority, then white so prevented, Lessee's soligiations to comply with such covenant shaft be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lesse shall be extended white and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on from producing oil or gas or other hydrocarbons from the lessed premises; and the time white Lessee is so prevented shall not be counted against the Lessee, anything in this lesse to the contrary notwithstanding, and, if such cause shall extend within 120 days of the end of the primary term, this lesse shall be extended for 120 days after the cessation of such cause and as long thereafter as there are operations on or production from the lesse or lands pooled with it.

Corder v. Antero

BK1496 PG0590

17. Adverse Claim. If Lessee receives written notice of an adverse claim to the lessed premises, affecting all or any part of the payments due hereunder, Lessee may, at its sole discretion, withhold payment or delivery of same without obligation to pay interest or penalty until such than as Lessor's ownership is determined by compromise, or by final decree of a court of competent jurisdiction, or Lessee may file a petition for interpleader. Lessee shall in no event be liable for interest or penalty for any such amounts withhold.

 Payments. All payments are to be mailed to: Gerald Corder RR 2 Box 174 Bristol, WV 28426

who is (are) hereby appointed agent(s), if designated as 'Agent' above, to receive and receipt for the same and to receive notices given by Lessee as provided herein. Lessee shall not be obligated to make payments or give notices to more than the number of payees hereinabove designated. Lessee shall not be obligated to make payments to any individual payee or agent hereunder until payments succeed the sum of Twenty-Five Dollars (252.00), but in any case, payments shall made at lesset once each calendar year, Lessee shall not be obligated to see to the application of any monies paid by Lessee to Lessor or to the agent(s) designated herein. Until such agent(s) or payee(s) is appointed or designated as above required, Lessee may withhold payment dure hereunder without liability for interest or penalty. The depositing of such payments hereunder with or liability for interest or penalty. The depositing of such payments here in any post office addressed as above set out fourth shall be deemed payment or tender as herein provided. Notwithstanding the death of Lessor, payment or tender to the deceased Lessor shall be binding on the heirs, devisees, executors, administrators and personal representatives of Lessor and his successors in interest.

- 19. Pipeline Option. For and in consideration of Ten Dollare (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, at the expiration of this lease, Leases chall be given the option to purchase pipeline lightle) of way for any existing pipelines light under the terms of this lease for the price of \$1.00 per lines foot. Leases shall have one (1) year to exercise this option from the later of, the expiration or termination of this lease or after receiving written notification from the Leaser stating that said lease has expired or been terminated and demanding that Leases exercise the aforedescribed option or abendon its pipelines in place.
- 20. Successors and Assigns. This lesse and all provisions thereof shall be applicable to and binding upon the parties and their respective heirs, devisees, personal representatives, successors and assigns. Reference herein to Lessor and Lessee shall include reference to their respective heirs, devisees, personal representatives, successors and assigns. Should any one or more of the parties named above as Lessors not execute this lesse, it shall nevertheless be binding upon the party or parties executing same.
- Pre-Exteting Wells. It is mutually agreed between Lessee and Lessor that any and all existing oil and/or gas wells located on the premises are specifically excepted and excluded from the operations of this lesse.
- 22. Affidavit of Non-Production. Lessor hereby warrants that (i) the property is not encumbered by any enforceable oil or gas use of record or otherwise executed by the Lessor and that (ii) Lessor is not currently receiving any bonus, rental, production royalty or payment, or shul-in royalty as the result of any prior oil and gas lesse covering any or all of the subject property, and that there have been no wells drilled upon the subject property or upon any lands with which the property has been combined in a drilling or production unit, with the exception of the well privately owned by Lessor.
- 23. Compliance with Statutes. It is agreed between the parties hereto that in the event any provision or portion of this oil and gas lease is determined by a court of competent jurisdiction, regulatory agency, regulatory body, or legislative body to be in violation of local, state or federal statute, rule or regulation, the relevant portion of the subject provision or portion of this oil and gas lease which is not in compliance with such statute, rule or regulation shall be severed from this agreement to the extent necessary to comply with such statute, rule or regulation, and this oil and gas lease shall continue in full force and effect as amended.
- 24. Right of First Refusal.—If at any time-within the primary term of this lease or any continuation or extension thereof. Leaser receives any bone lide offer, acceptable to Leaser, to grant or auditional leaser (Top Leaser) covering all or part of the above described land, Leases shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed leases's name, bonus consideration and royally consideration to be paid for such Top Lease, and include a copy of the leaser form to be utilized effecting all pertinent and relevant terms and conditions of the Top Lease. Leases shall have lifteen (15) days (contains at Saturdays, Sundays and Federal holidays) after receipt from Leaser of a complete copy of any such offer to advise Leaser writing of its election to enter into an elicitation and gas lease with Leaser or equivalent terms and conditions, as to all or any and the observed described land. If Leaser falls to notify Leaser within the characted lifteen (15) day period of its election to most any such bone file offer, Leaser half have the latest in violation of the such to a related to the part of the such to a related to the part of the such to a related to the part of the such and the part of the such and the part of the such and the part of the part of

1K1496 PG0592

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated June 29, 2012 by and between Gerald Corder, as lessors and Antero Resources Appalachian Corporation, as lessee, to-wit:

The following provisions shall supplement the printed provisions of the Lease; and, in the event of any conflict between the following supplemental provisions, and the provisions of the printed Lease, these supplemental provisions shall prevail and control;

SUPERSEDE CLAUSE

All term and provision of this Exhibit A supersede and replace those in the body of the oil and gas lease, to which this is attached, whenever they conflict.

All reference herein made to One-Eighth (12 1/2%) royalty are hereby amended to read Fifteen (15.0%) percent royalty.

Market Enhancement (Gross Proceeds) Clause

It is agreed between the Lessor and Lessoe that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction, directly or indirectly, for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form: however, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements. However, in no event shall Lessor receive a price that is less than, or more than, the price received by Lessee.

Depth Clause

Notwithstanding anything to the contrary, at the expiration of the primary term this lease is to expire as to all depths and formations 100 feet below the base of the stratigraphic equivalent of the deepest producing formation, provided, however, if the Lessee, its successors or assigns, should be engaged in operations for drilling, deepening, sidetracking, or reworking a well or wells on the leased premises or on lands with which said lands or a portion thereof have been pooled or unitized, then this lease shall continue in effect as to all formations and depths until such operations have been completed and total depth has been established.

Signed for Identification:

Cierald Corder

This instrument prepared by the following; when recorded, please return to:

Antero Resources Appalachian Corporation P.O. Box 410 Bridgeport, WV 26330

Gustel W Corder

ANTERO RESOURCES CORPORATION 2.1. 30X 410 SRIDGEFORT, NO. 26730-0610

BK : 562 PG | 110

Susan J Thomas
HARRISON County 03:30:39 PM
Instrument No 20150052987
Instrument Two USA
Booment Tyre UEA
Pages Recorded 2
Book-Page 1562-1110
Recording Fee 85,00
Additional 66,00

MEMORANDUM OF OIL AND GAS LEASE

THIS MEMORANDUM OF OIL AND GAS LEASE ("Memorandum"), dated this 14th day of August, 2015, by and between Gerald Corder, whose address is 58 Blackberry Hollow Rd., Bristol, WV 26426, hereinafter referred to individually and collectively as "Lessor," (whether one or more) and ANTERO RESCURCES CORPORATION, whose address is 1615 Wynkoop Street, Denver, CO 80202, hereinafter referred to in structure.

WITNESSETH:

WHEREAS, Lessor has extered into an Amended Oil and Gas Lesse with Lessee dated the 14th day of August, 2015 (the "Lesse"), and

WHEREAS, that parties now enter into this Memorandum to provide notice of the Lease.

- I. For good and valuable consideration, the receipt of which having been acknowledged and accepted by the Lessor, the Lessor did grant, densire, lease and let exchasively umo Lessoe the leads hereisnifter described for the purposes of exploring by geological and geophysical and other seathods, (including, but not limited to, conducting estimic surveys), drilling either vertically or borizonstally, operating for, producing oil or gas or both including methane gas present in or associated with any formations, horizons, strats or zones, from the top of the Rhinestreet Formation (see soon by the James P. Boring Well, API Number 47033005270000, at a depth of 5439°) to five handred foot (500°) below the top of the Helderberg Formation (with the top of the Helderberg Formation as seen by the James P. Boring Well, API Number 47033005270000, at a depth of 7191°), and the exclusive right to inject at gas, water, brine or other Builds issue the subsurface strats and any and all other rights and privileges secessary, incident to, or convenient for the oconomical operations of the lands, alone or conjointly with neighboring lands for these purposes, together with the right and estemant to construct, operate, repair, maintain, retire and restove pipolines, telephone, power and electric lines, tsalts, ponds, roadways, plants, equipment and structures thereon to produce, save, store and take care of such substances.
- Said lands being described in the Lease as situated on the waters of the Turtle Tree Fork of Ten Mile in the District of Union, County of Harrison. State of West Virginis, and being bounded now or formerly substantially as follows, to wit:

On the North by lands of County Road 30/5 On the East by lands of Franklin D. Riffle On the South by lands of James Corder On the West by lands of Bill Devericks

Said lands being identified for tax purposes as tract or parcel number 20-361-3, p/o 5 as of the date of this lesse. Notwithstanding said tax map designation, this lesse shall be effective as to the tract actually owned by Lessor whether or not the tax map designation correctly identifies the location of the tract. Being also the same interest acquired by the Lessor in Fidenciary Order Book dated November 24, 1987, and recorded in the Clerk's Office in and for Harrison County, State of West Virginia, filed in Fiduciary Order Book 85 at Page 677. For all purposes of this lesses, including determinating the amount of delay renatals, royalties and shut-in royalties hereunder, said land shall be deemed to contain 32.45 gross acres whether it actually contains more or less. For all purposes of this Memorandum, references to oil and gas or either of them shall mean oil, or gas, or both and all substances which are constituents of, or produced with, oil or gas, whether similar or dissimilar, or produced in a gaseous, liquid, or solid state (as further defined in Paragraph 1 of the Lesse).

- J. The primary term of said Lease commenced August 14th, 2015 for a term of FIVE (5) YEARS, and will expire August 14th, 2020. The primary term of the Lease thall be extended for as long thereafter as oil and/or gas is produced from the Lease premises or lands with which the Lease is unitized or pooled; or as long as drilling operations are continuously prosecuted as provided in the Lease; or as long as the leased premises shall be operated or otherwise maintained by Lease, its successors or assigns, in accordance with the terms and provisions of the Lease.
- 4. Lessee shall have the option to extend the primary term of the Lesse for an additional five (5) years ("Extended Term"), pursuant to the terms of the Lesse. Analgone's election to extend the term of the Lesse shall be tendered in writing to Lessee on or before the expiration of the primary term. Lessee may file a written notice of its election to extend the primary term and cause the same to be recorded among the land records of the county wherein the lands are located.
- 5. Right of First Refusal. If at any time within the primary term of this lease or any continuation or extension thereof, Lessor receives any bons fide offer, acceptable to Lessor, to grant an additional lease ("Top Lesse") covering all or part of the above described land, Lessee shall have the constituting option by meeting any such offer to acquire a Top Lesse on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed lessee's name, bonus consideration and royalty consideration to be paid for such Top Lessee, and include a copy of the lessee form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lessee. Lessoe shall have filteen (15) days (exclusive of Saturdays, Sundays and Federal holidayly after receipt on Lessor of a complete copy of say such offer to advise Lessor in writing of its election to enter into an oil and gas lesse with Lessor on equivalent terms and conditions, as to all or any part of the above described land. If Lessee falls to notify Lessor within the aforeasid fifteen (15) day period of its election to meet any such bons fide offer. Lessor shall have the right to accept said offer. Any Top Lesse granted by Lessor in violation of this provision shall be null and void.

CW NA

BK: 562 PG1111

6. The parties hereto incorporate all terms, covenants, provisions, conditions, royalties and rentals as set forth in the Lease by reference as though fully written and set forth herein. In the event the Lease is amended or supplemented by written instrument executed by the parties in interest thereto or assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be amended, assigned or terminated, as the case may be. This Memorandum is executed in simplified short form for the convenience of the parties and for the purpose of recording the same and this Memorandum shall not in any way have the effect of modifying, supplementing or sbridging the Lease or any of its provisions now or hereafter in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereumso set their hands the day and year first above written, signed and acknowledged in the presence of:

LESSOR: Gerald Corder

LESSEE: ANTERO RESOURCES CORPORATION

By: Brian Kuhn

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

COUNTY OF Doda cide

The foregoing instrument was acknowledged before me this 21th day of Cugust

2015, by Gerald Corder.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

SEAL OF STATE OF STAT

Morary Public My Commission Expires: Orbelow 18, 2018

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO
COUNTY OF DIMEN

On this 17 day of September, 2015, before me CE White the undersigned Notary, did personally appear Brian Kuhn, who acknowledged himself to be the Vice President Land of Assero Resources Corporation, a corporation, and that he, as such, being sushorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of the corporation, by signing the same of the corporation by himself and as Vice President-Land.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

PALCONNESSOR EXAMES THE REST AND MOUNTAIN AND SECOND SALES ON CONTRACTOR AND SALES ON CONTRACTOR OF THE SALES ON CONTRACTOR OF TH

Notary Public
My Commission Expires: 1 | 18 | 18

This instrument prepared by the following; when recorded, please return to:

Antero Resources Corporation P.O. Box 410 Bridgeport, WV 26330

6968612.5

2 of 2

GW CTZ

M

BK 119

8K1195 PG0350

Susan J Tocaes
HARTISON County 16:25:36 AM
Instrument No 2012/00/12/415
Date Recorded 77/17/2012
Document Type 15A
Prace Recorded &
Look-Prace Name-15A
Recording for 16:00
Additional P. 160

OIL AND GAS LEASE (PAID-UP)

Lessor: Randall M. Corder, heir of Jesse C. Corder Lessee: Anlaro Resources Appalachian Corporation Lesse Number Prospect: Greenbrier WV-PA Revised—ARAC/PAL Rev. June-09

This Agreement, made and entered into this day of June 29th, 2012, by and between Randall M. Corder, RR 2, Box 185, Bristol. WV 26426, hereinafter referred to individually and collectively as "Lessor," and Antero Resources Appalachian Corporation. 1625 17th Street, Surie 300. Denver, CO 80202, hereinafter referred to as "Lessee," WITNESSETH THAT:

- 1 Leasing. Lessor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the coverants herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the lands hereinetter described for the purposes of:
 - exploring by geological and geophysical and other methods, (including, but not limited to, conducting seismic surveys), drilling either vertically or horizontally, operating for, producing oil or gas or both including methane gas present in or associated with any formations, horizons, strata or zones and/or; and,
 - b) for the further purpose and with the exclusive right in the Lessee, as it may see fit, to store any kind of gas therein by pumping or otherwise introducing the same into any sand or sands, substrata or horizon in an under said tand, and the right to remove the same by pumping or otherwise through any well or wells on said land or other lands, and to use said land for protecting gas storad within and under adjoining and neighboring lands, together also with the right to drill, land or other lands resulting from or incidental to the production of or injection, storage and removal of gas,

together with the right and easement to construct, operate, repair, maintain, resize and remove pipelines, telephone, power and electric lines, tanks, ponds, roadways, plants, equipment and structures thereon to produce, save, store and take care of such rights and privileges necessary, incident to, or convenient for the economical operation of the lands, since or conjointly enciphoring lands for these purposes, said lends being situated on the westers of Tursle Tree Fork of Ten Mile, in Union District, County of Harrison, State of West Virginia, and being bounded now or formerly substantially as follows, to wit:

On the North by lands of: On the East by lands of: On the South by lands of: On the West by lands of:

County Road 30/5 Franklin D. Riffle James Corder Bill Devericks

Said lands being identified for tax purposes as Tax Parcel ID: 20-361-3, 4, 5 as of this date. Notwithstanding said tax map designation, this lease shall be effective as to the tract actuality owned by Lessor whether or not the tax map designation correctly 1928 and recorded on Cotober 10, 1928 in the Recorder of Deeds Office in and for Herrison County, State of West Virginia, Ried 1928 and resorted on Cotober 10, 1928 in the Recorder of Deeds Office in and for Herrison County, State of West Virginia, Ried parcels of land now owned by Lessor, or hereafter acquired which adjoin the lands above described, and all interests in the land selove described now owned or hereafter acquired by Lessor. For all purposes of this lease, including determining the amount of delay rentals, royalises and shut-in royalises hereunder, said land shall be deemed to contains more or less. For all purposes of this lease, references to oil and gas or either or both of them shall mean oil, or gas, or gaseous, liquid, or solid state.

- 2 Term. Subject to the other provisions hereof, this lease shall remain in force for a term of Five (5) years from this date (herein called 'primary term') and:
 - as long thereafter as oil and gas, or either of them, is produced from the land or from lands pooled therewith, or drilling operations are continuously prosecuted as hereinafter provided, or this lease is otherwise maintained in effect pursuant to the provisions hereof, or.
 - b) as long thereafter as gas is being stored, held in storage, or withdrawn from the premises by Lessee or said land is used for the protection of stored gas alone or in conjunction with other lands or Lessee is actively engaged in developing the premises or upon other lands unitized therewith, after the expiration of the original form, what not terminate this lesse whether the pooling units have been dissolved or not, if the land is used for the storage protection of stored gas prior not be drilled on the premises to permit the storage of gas, and it is agreed that the Lessee shall be the sole judge as to whether gas is being stored within the lessed premises or said land is being used for the protection of stored gas and that it is determination shall be final and conclusive.

'Drilling operations' include operations for the drilling of a new well, the reworking, despening or plugging back of a well or hole or other operations conducted in an effort to obtain or reestablish production of oil or gas. Drilling operations shall be considered to be "continuously prosecuted" if not more than 120 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole.

3. Royalties. The royalties to be paid by Lessee are: (a) on oil, One-Eighth (12.5%) of that produced and seved and delivered at the wells or into the pipeline to which the wells mey be connected. Lessee may from time to time purchase any royalty oil in its possession, paying the market price then prevailing for the field where produced, and Lessee may self any royalty oil in its possession and pay Lessor the price received by Lessee for such oil computed at the well, less One-Eighth (12.5%) of all Post Production. Costs and less the same fractional share of all production, petroleum excise and severance taxes; (b) on gas, including casinghead gas or other gaseous substance, produced from said lend and sold or used beyond the well or for the

Corder v. Antero

8K1195 PG0351

extraction of gasoline or other product, an amount equal to One-Eighth (12.5%) of the net amount realized by Lessee computed at the wells, the royalty shall be One-Eighth (12.5%) of the amount production, petroleum excise and severance taxes.

As used in this provision, "Post Production Costs" shall mean all costs actually incurred by Lessee or its affiliate and all losses of produced volumes whether by use as fuel, line loss, flaring, venting or otherwise from and after the wellsteed to the point of sale, dehydration, transportation, removal of liquid or gaseous substances, and/or removal of liquid or gaseous substances, and/or removal of improvises of or from the affected oil and calculation purposes, Lessee thall never be required to adjust the sales proceeds to account for the punchases's nevenues, right to construct, maintain and operate any facilities providing some or all of the services identified as Post Production Costs. If several costs of such account for per mmbhu, at Lessee's election) charge, as appropriate, calculated by spreading the construction, maintain and operate any facilities shall be included in the Port Production Costs. If per mcf or per mmbhu, at Lessee's election) charge, as appropriate, calculated by spreading the construction, maintenance and operating costs for such facilities over the reasonably estimated total production volumes stiributable to the well or wells using such facilities.

In no event will the royalties payable hereunder exceed One-Eighth (12.5%) of any governmentally-imposed sales price ceiling applicable to Lessea's sales or One-Eighth (12.5%) of the not amounts received by Lessea not subject to refund, whichever is the lesser, provided that any amounts held by Lessea subject to refund will be promptly distributed, without interest, when Lessea sale price is finally determined by judicial or administrative authority. Payment of royalties hereunder shall be made or bendered on before the end of the month following the production month, beginning no later than six (6) months after Date of First Sales.

4. Delay Rental. It is hereby agreed and acknowledged by Lessor and Lessee that this is a Paid-Up Oil and Gas Lesse and all delay rentals due and payable under this agreement have been paid in advance and have been included in the consideration paid to Lessor by Lessee for this oil and gas lesse.

It is agreed that Lessee may drill or not drill on the lessed premises, as it may elect, and that the consideration and rentals paid constitute adequate compensation for such privilege. No implied covenant shall be reed into the lesse requiring Lessee to drill or to continue drilling on said land, or fixing the measure of diligence necessary on Lessee's part.

5. Payment for Storage or Storage Protection Privileges. In full compensation for the storage and storage rights herein granted and in lieu of all delay rental, or royally due or to become due for the right to produce or for the period or gas from the sands, strate, or horizons where gas may be steried or being protected or the herein provided. Lesses and agrees to pay Lesses, when no walks on the lesses are utilized for the storage of gas, an annual storage that no control to the storage of gas, an annual storage to determ of the agreement and continuing until the lesses premiese shall no larger be used to storage stored under the terms of the agreement and continuing until the lesses premiese shall no larger be used to storage or until usels on the lesses premiese or utilized for the storage of gas, in which even Lesses shall see period storage lesses and pay in lieu thereof, a storage wall rental or royally of two funded and no 100° (5, 300.00) dollars, per use notate paid for time beyond the date of such utilized, subject to the right of cancellation or currender hereineles provided. An extending the date of such utilized and paid for time beyond the date of such utilized and control the date of such utilized storage wall rental or royally shall be credited premises and any walls did did thereon for the storage of gas or protection of stored gas.

- 6 Dry Hole Clause and Cessation of Production. If during the last year of the primary term and prior to the discovery of oil or gas on said land, Lessee should drill a dry hole thereon, or, if after discovery of oil or gas either before or during the tast year of the primary term, the production thereof should cease during the last year of said term from any cause, no rental playment or operations are necessary in order to keep this lesse in force during the remainder of the primary term, if, at the expiration of the as long as such drilling or reworking operations continue, or if after the expiration of the primary term, production on this lesse shall coess. This lesse shall continue in force at drilling or reworking operations continue, or if after the expiration of the primary term, production on this lesse such creasastion of production; if production or the lesse such creasastion of production; if production or the restored or additional production is discovered as a result of eny such drilling or reworking operations, conducted without cessation of more than 120 consecutive days, this lesse shall continue as long thereafter as oil or gas is produced and as long as additional drilling or reworking operations are continued without cessation for more than 120 consecutive days.
- Thut-In Royalty. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in lorce, Leases shall pay of lender a royalty of twenty Dollar (\$2.00 per year per net noyalty acree retained hereunder, such peyment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (\$0\$) days from the date such well is shut-in and thereefter on the anniversary date of this lease extraining after the period such well is shut in, to the royalty cowers. When such payment or tender is made it all be considered that gas is being terminate because of a failure to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee written notice of such feature to properly or timely make shut-in gas well payments unless Lessor shall have given Lessee of said (80) days after receipt of such notice to tender such late payment or such payment in the proper amount, together with a late or improper payment penalty of \$100.00.
- 8 Leaser interest. The respective amounts of all delay rentals, royelties, and other payments are to be calculated in proportion to Lessor's interest in such rights with respect to which each such payment is made; that is, in case Lessor owns less of an interest in any of such rights than the full and entire interest therein, then the payments in respect to such rights shall be paid to Lessor only in the proportion which Lessor's interest in such rights beers to the full and entire interest in such rights.

BK 11.95 PG 0352

- 9. Apportionment of Payments. If the leased premises are now, or shell hereafter be owned in severalty or in separate fracts, the premises nevertheless shall be developed and operated as one lease, and all rentals, royalities and payments provided for shall be treated as an entirety and shall be divided among, and peid to, such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage.
- 10. Assignment. The rights of either perty hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns, of the parties hereto, but no change in division of ownership of the land, rentals, royalties, or other payments hereunder, or interest therein, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest harein, shall be binding on Lessee until strict copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance or sale of said rights. In event of the assignment of this lesse as to a segregated portion of said land, the shut-in royalties and other payments payable hereunder shall be apportioned among the several lessehold owners rateably according to surface areas attributable to each, and default in shut-in royalties or other payments by one such lessehold owners or Lessee shall not affect the rights of the other lessehold owners or Lessee shall not affect the rights of the all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.
- 11. Surrender. Lessee may, at any time or from time to time, execute and deliver to Lessor or place of record a surrender to the lessed premises and thereupon shall be relieved of all obligations thereafter to accrue with respect to the lessed premises so surrendered.
- 12. Pooling. Lessor grants unto Lessee the right to pool into a separate drilling or production unit(s), as to any one or more formations, said land or any part thereof and the leasehold estates in the vicinity of said land, whether contiguous or non-configuous, held by Lessee or other mineral owners or lessees under other lesses, when in Lessee's judgment, it is necessary or acres each marea for oil and 640 acres each in area for ges, plus, in both instances, a toterance of ten percent (10%); provided however, that lenger pools may be created to conform to any well specing or unit pattern preceded by any governmental subticht the lesses is pooled or combined as to any one or more formations, and oil units need not conform to large which the lesses is pooled or combined as to any formation or formations, and oil units need not conform to the area within ges of a well thereon by recording in the county wherein the pooled land(s) are located, a declaration of such pooling, Neither the pooling in the county wherein the pooled land(s) are located, a declaration of such pooling. Neither the pooled area, shall be considered for all purposes (except as to reyatties) as if said well were located on, or such drilling operations are fooled area, shall be considered for all purposes (except as to reyatties) as if said well were located on, or such drilling operations are conducted upon the lends covered by this lesse whether or not such well is located upon, or such drilling operations are not upon the provision in the pooled area (as see whether or not such well is located upon, or such drilling operations are not upon the proportion the propositions are the beset upon the proportionate acrea(a) beens to the total pooled area. Lessee shall have the right but not the obligation, to reduce, enlarge, or modify such pool(s) at any time. The royatties and such other peyments tendered or paid to Lessor in the proportion area be beset upon the proportionate acreage and interests in the revised pool. At any time the pool is not
- 13. Other flights Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations except water from wells of Lessor. Lessee shall have the right at any time to remove all machinery and fotures placed written consent of Lessee, be let, granted or licensed by Lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating for the transportation of gas produced off of the lands lessed hereunder. Upon termination or expiration of this lesse have the option to purchase a pipeline right of way for any existing pipelines laid under the terms of this lesse pursuant to
- 14. Other Rights Lessor. Lessee shall bury below plow depth its pipelines on the leased premises when requested by a Lessor owning an interest in the surface. No well shall be drilled within 200 feet of any house or barn now on the leased premises without the written consent of the owner of the surface on which such house or barn now on the leased premises damages to growing crops, merchantable timber and fences caused by its operations on said lends.
- 10. Warrantee. Lessor-hereby warrants and agrees to detend the bite to the lands and interest described in Paragraph 1, but if the interest of Lessor covered by this lesso is expressly stated to be less than the entire to or mineral estate. Lessor warrants that the lands hereby lessor are not subject to any veiled rights as may be obtained thereby and Lessor stated. Lessor further warrants that the lands hereby lessor and estated to any veiled rights as may be obtained thereby and Lessor state and Lessor state any forte tree nor incur any labelity to Lessor by research bereat Lessor shall have the dight of any time to any any forte tree nor incur any labelity to Lessor by research thereof, any mortigage, lessor or other ten on said lands, in the event of default of many the labelity to the rights of the holder bereat. Any such payments made by Lessor and for many amounts of manny which may become due Lessor under this lessor.
- 16. Force lifajeure. Should Lessee be prevented from complying with any expressed or implied covenant of this lesse, from conducting drilling or reworking operations thereon or from producing oil or gas by reason of scarcity of, or inability to obtain or to use equipment or material, or by operation of force majeure, or because of any federal or stelle ever any order, rule or regulation of a governmental authority, then while so prevented, Lessee's obligations to comply with such coverant shall be suspended, and Lessee is ability to be such cause from conducting drilling or reworking operations on, or from producing oil or ges or other hydrocarbons from the lessed premises; and the time while Lessee is so prevented shall not be counted against the Lessee, anything in this lesse to the contrary notwithstanding, and, if such cause shall extend within 120 days of the end of the primary term, this lesses that be extended for 120 days after the cessation of such cause and as long thereafter as there are operations on or production from the lessee or lends pooled with it.

BK 11.95 PG 0353

17. Adverse Ctalm. If Lessee receives written notice of an adverse claim to the lessed premises, affecting all or any part of the payments due haraunder, Lessee may, at its sole discretion, withhold payment or delivery of same without obligation to pay interest or penalty until such time as Lessor's ownership is determined by compromise, or by final decree of a court of competent amounts withheld.

 Payments. All payments are to be mailed to: Randall M. Corder RR 2 Box 185 Bristol, WV 28426

who is (are) hereby appointed agent(s), if designated as 'Agent' above, to receive and receipt for the same and to receive notices given by Lessee as provided herein. Lessee shall not be obligated to make payments or give notices to more than the number of payees hereinshove designated. Lessee shall not be obligated to make payments to any individual payee or agent hersunder until year. Lessee shall not be obligated to see to the application of any monies paid by Lessee to the beard of the seemed at least once each calendar herein. Until such agent(s) or payee(s) is appointed or designated as above required, Lessee may withhold payment due hereunder without liability for interest or penalty. The depositing of such payments hereunder in any post office addressed as above set out fourth shall be deemed payment or lender as herein provided. Notwithstanding the death of Lessor, payment or Lessor and his successors in interest.

- 19 Pipeline Option. For-and-in-consideration of Ten-Dollare (\$10,00) and other good and valueble consideration, the receipt of which is hereby advisoringded, at the expiration of lamination of this tease, Lesses shall be given the option to purchase sipeline right(c) of way for any existing pipelines laid under the terms of this tease of the price of \$1,00 per fines foot written notification form the Lesses stating that said lease has expiration or termination of this tease or star receiving aforedescribed option or abandon its pipelines in place.
- 20. Successors and Asalgns. This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective heirs, devisees, personal representatives, successors and assigns. Reference herein to Lessor and Lessee shall include reference to their respective heirs, devisees, personal representatives, successors and assigns. Should any one or more of the parties named above as Lessors not execute this lesse, it shall nevertheless be binding upon the party or parties executing.
- Pre-Existing Welle. It is mutually agreed between Lessee and Lessor that any and all existing oil and/or gas wells located on the premises are specifically excepted and excluded from the operations of this lesse.
- 22. Affidevit of Non-Production. Lessor hereby warrants that (i) the property is not encumbered by any enforceable of or gas use of record or otherwise executed by the Lessor and that (ii) Lessor is not currently receiving any bonus, rental, production toyalty or payment, or shul-in royalty as the result of any prior oil and gas lesse covering any on all of the subject property, and drilling or production unit, with the exception of the well privately owned by Lessor.
- 23. Compliance with Statutee. It is agreed between the parties hereto that in the event any provision or portion of this oil and gas lease is determined by a court of competent jurisdiction, regulatory agency, regulatory body, or legislative body to be in violation of local, state or federal statute, rule or regulation, the relevant portion of the subject provision or portion of this oil and necessary to comply with such statute, rule or regulation, and this oil and gas lease shall continue in full force and effect as amended.
- 24. Right of First Refusal.—If of any time within the primary form of this lease or any continuation or entension thereof, above described and Leases and have the continuing against the region of the lease (Top Lease) covering all or part of the former and conditions. Any offer must be in writing and must be form the proposed leases are now, because on equivalent royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized relateding all pertinent and relevant terms and conditions of the Top Lease, and include a copy of the lease form to be utilized relateding all pertinent and relevant terms and conditions of the Top Lease, Leases shall have fitted in the terms of Saturdays. Sundays and relevant terms and conditions the relation to the state of the above the test of the saturday of the deciding all pertinent and the relation to the saturday of the deciding all pertinents and conditions, as to all or any part of the above described lead. If

8K1695 PG0354

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL PROVISONS

TYPINESS YMEREOF, the parties harsto have hereunto set their hands, signed and acknowledged in the presence of

Randall M. Conde

Randall M. Corder

ACKNOWLEDGEMENT

STATE OF WEST VIRGINIA

COUNTY OF HARRISON

My Commission Expires: 2/23/2019

Werely Stenner



This instrument prepared by the following; when recorded, please return to:

Antero Resources Appalachian Corporation P.O. Box 410 Bridgeport, WV 26330

8K1495 PG0355

EXHIBIT "A"

Attached to and made a part of that certain oil and gas lease dated June 29, 2012 by and between Randall M. Corder, as lessors and Antero Resources Appalachien Corporation, as lesses, to-wit:

The following provisions shall supplement the printed provisions of the Lease; and, in the event of any conflict between the following supplemental provisions, and the provisions of the printed Lease, these supplemental provisions shall prevail and

SUPERSEDE CLAUSE

All term and provision of this Exhibit A supersede and replace those in the body of the oil and gas lease, to which this is attached, whenever they conflict.

All reference herein made to One-Eighth (12 1/2%) royalty are hereby amended to read Fifteen (15.0%) percent royalty.

Market Enhancement (Gross Proceeds) Clause

it is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction, directly or other process accruing to the Lessor unioer this lease of by state law shall be winton deduction, directly of indirectly, for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lesseo's actual cost of such enhancements. However, in no event shall Lessor receive a price that is less than, or more than, the price received by Lessee.

Depth Clause
Notwithstanding anything to the contrary, at the expiration of the primary term this lease is to expire as to all depths and formations 100 feet below the base of the stratigraphic equivalent of the deepest producing formation, provided, and formations for defiling descenting. and formations for feet below the base of the stratigraphic equivalent of the deepest producing formation, provided, however, if the Lessee, its successors or assigns, should be engaged in operations for drilling, deepening, sidetracking, or reworking a well or wells on the leased premises or on lands with which said lands or a portion thereof have been pooled or unitized, then this lease shall continue in effect as to all formations and depths until such operations have been completed and total depth has been established.

Signed for Identification:

This instrument prepared by the following; when recorded, please return to:

Antero Resources Appalachian Corporation P.O. Box 410 Bridgeport, WV 26330

Rankal on Contr

*** RESOURCES CORPORATION 1. 458 120 SEFORT W 26330-0610

BK . 562 PG1128

Susan J Thomas
HARRISON County 03:47:21 PM
Instrument No 2015000529/4
Date Recorded 10/21/2015
Document Type LEA
Pages Reported 4 Pages Recorded 2 Book-Page 1562-1128 Recording Fee #5.00 Additional #6.00

MEMORANDUM OF OIL AND GAS LEASE

THIS MEMORANDUM OF OIL AND GAS LEASE ("Memorandum"), dated this 14th day of August, 2015, by and between Randall Corder, whose address is 58 Blackberry Hollow Rd., Bristol, WV 26426, hereinafter referred to individually and collectively as "Lessor," (whether one or more) and ANTERO ROUNCES CORPORATION, whose address is 1615 Wynkoop Street, Denver, CO 80202, hereinafter referred to as "Lessoe."

WITNESSETH:

WHEREAS, Lessor has entered into an Amended Oil and Gas Lesse with Lessee dated the 14th day of August. 2015 (the "Lesse"), and

WHEREAS, that parties now enter into this Memorandum to provide notice of the Lease.

- I. For good and valuable consideration, the receipt of which having been acknowledged and accepted by the Lessor, the Lessor did grant, demise, lesse and let exclusively unto Lessee the lands hereinafter described for the purposes of exploring by geological and geophysical and other methods, (including, but not limited to, consducting seismic surveys), drilling either vertically or horizontally, operating for, producing oil or gas or both including seisme surveys), drilling either vertically or horizontally, operating for, producing oil or gas or both including neuthens gas present in or associated with any formations, horizontally, operating for, producing oil or gas or both including Formation (as seen by the fames P. Boring Well, API Number 4703300527000, at a depth of 499?) to five hundred feet (500°) below the top of the Helderberg Formation (with the top of the Helderberg Formation as seen by the James P. Boring Well, API Number 47033005270000, at a depth of 7191°), and the exclusive right to inject air, sawer, bring or other fluids into the subsurface streat and say and all other rights and privileges necessary, incident to, or convenient for the economical operations of the lands, alone or conjointly with neighboring lands for these purposes, together with the right and essement to construct, operate, repair, maintain, resam and remove pipelious, telephone, power and electric lines, tanks, ponds, roadways, plants, equipment and structures thereon to produce, save, store and take care of such substances.
- Said lands being described in the Lease as situated on the waters of the Tortle Tree Fork of Ten Mile in the
 District of Union, County of Harrison, State of West Virginia, and being bounded now or formerly substantially as

On the North by lands of County Road 30/5 On the East by lands of Franklin D. Riffle On the South by lands of James Corder On the West by lands of Bill Devericks

Said lands being identified for tax purposes as tract or purcel number 20-361-3, p/o 5 as of the date of this lease. Notwithstanding said tax map designation, this lease shall be effective as to the tract actually owned by Leason whether or not the tax map designation correctly identifies the location of the tract. Being also the same interest acquired by the Leason in Fiduciary Order Book dated November 24, 1987, and recorded in the Clerk's Office in sad for Harrison County, State of West Virginals, filed in Fiduciary Order Book 55 at Page 677. For all purposes of this lease, including determining the amount of delay rentals, royalties and shut-in royalties hereunder, said safell be deemed to contain 12.45 gross acres whether it actually contains more or leas. For all purposes of this Messocrandun, references to oil and gas or either of them shall mean oil, or gas, or both and all substances which are constituents of, or produced with, oil or gas, whether similar or dissimilar, or produced in a gascous, liquid, or solid state (as further defined in Paragraph 1 of the Lease).

- J. The primary term of said Lease commenced August 14th, 2015 for a term of <u>FIVE 151 YEARS</u>, and will expire August 14th, 2020. The primary term of the Lease shall be extended for as long thereafter as oil and/or gas is operations are continuously processed as provided in the Lease; or as long as the leased premises shall be operated or otherwise maintained by Lease, its successors or assigns, in accordance with the terms and provisions of the Lease.
- 4. Lesses shall have the option to extend the primary term of the Lesse for an additional five (5) years ("Extended Term"), pursuant to the terms of the Lesse. Assignee's election to extend the term of the Lesse that tendered in writing to Lessor on or before the expiration of the primary term. Lesses may file a written notion of its election to extend the primary term and cause the same to be recorded among the land records of the county wherein the lands are keeped.
- \$\frac{1}{2}\$. Right of First Refusal. If at any time within the primary term of this lease or any continuation or extension thereof, Lessor receives any boos fide offer, acopsable to Lessor, to grant as additional lease ("Top Lesso") covering all or part of the above described land, Lessoe shall have the continuing option by meeting any such offer to acquire a Top Lesse on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed lessoe's name, bossue considerations and replaceation to be paid for such Top Lesso, and include a copy of the lessee from to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lesso. Lessoe shall have differs (15) days (acclusive of Saturdays, Sundays and Federal holidays) after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to sacer into an oil and gas lease with Lessor on equivalent terms and conditions, as to all or any part of the above described hand. It Lessoe fits to notify Lesso within the aforessid fifteen (15) day period of its election to meet any such boss fide offer, Lessor shall have the right to accept said offer. Any Top Lesse granted by Lessor in violation of this provision shall be nell and void.



BK: 562 PG1129

6. The parties hareto incorporate all terms, covenants, provisions, conditions, royalties and rentals as set forth in the Lesse by reference as though fully written and set forth herein. In the event the Lesse is amended or supplemented by written instrument executed by the parties in interest thereto or assigned or terminated in any shall likewise and to the same effect be amended, satigned or terminated, as the case may be. This Memorandum is executed in simplified short form for the convenience of the parties and for the purpose of recording the same and this Memorandum shall not in any way have the effect of modifying, supplementing or abridging the Lesse or any of its provisions now or hereafter in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written, signed and acknowledged in the presence of:

Randallon, Condy
LESSOR:
Randall Corder

LESSEE:
ANTERO RESOURCES CORPORATION

By: Brian Kuha Title: Vice President-Land

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

COUNTY OF Daddridge

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Assarla B. Seaner
Notary Public
My Commission Expires Defaber 9, 2017

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO

COUNTY OF DONNER

On this 121 day of 20KAADER 2015, before me 21KAADER 2015, before me 21

IN WITNESS WHEREOF, I beresunto set my hand and official seal.

SARAH HUMMEL
Notary Public
State of Colorado
Notary 10 20104044196
My Commission Expires Dec 20, 2018

Smalthum |
Nourly Public |
My Commission Expires | 12/20 | 20 | 8

This instrument prepared by the following; when recorded, please return to:

Antero Resources Corporation P.O. Box 410 Bridgeport, WV 26330

6968594.I

2 of 2

PN27

ANTER RESOURCES CORPORATION
1.1. BOX 410
W105EPORT. IA 2x330-0410

BK: 562 PG1126

Susan J Romas
HARRISM County 03:46:20 PM
HARRISM 10 201500052973
Bate Recorded 10/21/2015
Bocument Tyre LEA
Pages Recorded 2
Book-Page 1562-1125
Recordina Fee 85,00
Additional See M

MEMORANDUM OF OIL AND GAS LEASE

THIS MEMORANDUM OF OIL AND GAS LEASE ("Memorandum"), dated this 14th day of August, 2015, by and between Tracy Bridge, whose address is 895 Sherwood Drive, Elyria, OH 44035, hereinsther referred to individually and collectively as "Leasor," (whether one or more) and ANTERO RESOURCES CORPORATION, whose address is 1615 Wyakoop Street, Denver, CO 80202, hereinsther referred to as "Lessee."

WITNESSETH:

WHEREAS, Lessor has entered into an Oil and Gas Lesse with Lessoe dated the 14th day of August, 2015 (the "Lesso"), and

WHEREAS, that parties now enter into this Memorandum to provide notice of the Lense.

- I. For good and valuable consideration, the receipt of which having been acknowledged and accepted by the Lessor, the Lessor did grant, deniae, lesse and let exclusively unto Lessee the lands hereinafter described for the purposes of exploring by geological and geophysical and other medods, (including, but not limited to, conducting nechancy gas present in or associated with any formations, horizons, strate or access, from the top of the Rhimestreet Formation (as seen by the James P. Boring Well, AFI Number 47033005270000, at a depth of 5439°) to five hundred feet (500°) below the top of the Helderberg Formation (with the top of the Helderberg Formation as seen by the James P. Boring Well, AFI Number 47033005270000, at a depth of 7191°), and the exclusive right to inject sir, pask, water, brine or other fluids into the subsurface strate and say and all other rights and privilege necessary, incident to, or convenient for the economical operation of the lands, alone or conjointly with neighboring lands for these purposes, together with the right and essement to construct, operate, repair, malutain, resize and remove pipelines, telephone, power and electric lines, tanks, ponds, roadways, plants, oquipment and structures thereon to produce, save, store and take care of such substances.
- Said lands being described in the Lesse as situated on the waters of the Turtle Tree Fork of Tea Mile in the District of Union, County of Harrison, State of West Virginia, and being bounded now or formerly substantially as follows, to wir:

On the North by lands of County Road 30/5 On the East by lands of Franklin D. Riffle On the South by lends of James Corder On the West by lands of Bill Devericks

Said lands being identified for tax purposes as tract or parcel number 20-361-3, p/o 5 as of the date of this lease. Notwithstanding said tax map designation, this lease shall be effective as to the tract acually owned by Lessor whether or not the tax map designation correctly identifies the location of the tract. Being also the same interest acquired by the Lessor in Fiduciary Order Book dated July 5, 2000, and recorded in the Clerk's Office in and for Harrison Country, State of West Virginia, field in Fiduciary Order Book 100 at Page 347. For all purposes of this lease, including determining the amount of delay rentals, royalties and shut-in royalties hereunder, said land shall be deemed to contain 32-45 gross acres whether it acually contains more or less. For all purposes of this Memorandum, references to oil and gas or either of them shall mean oil, or gas, or both and all substances which are constituents of, or produced with, oil or gas, whether similar or dissimilar, or produced in a gaseous, liquid, or solid state (as further defined in Paragraph 1 of the Lesse).

- J. The primary term of said Lease commenced August 14th, 2015 for a term of FIVE (5) YEARS, and will expire August 14th, 2020. The primary term of the Lease shall be extended for as long thereafter as oil and/or gas is produced from the Lease premises or leads with which the Lease is unitized or pooled; or as long as drilling operations are continuously prosecuted as provided in the Lease; or as long as the leased premises shall be operated or otherwise meintained by Leasee, its successors or assigns, in accordance with the terms and provisions of the Lease.
- 4. Lessee shall have the option to extend the primary term of the Lesse for an additional five (5) years ("Extended Term"), pursuant to the terms of the Lesse. Assignee's election to extend the term of the Lesse shall be tendered in writing to Lessor on or before the expiration of the primary term. Lessee may file a written notice of its election to extend the primary term and cause the same to be recorded among the land records of the county wherein the lands are located.
- 5. Right of First Refusal. If at any time within the primary term of this lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to great an additional lease ("Top Lessor possible possible processing and part of the above described land, Lessoe shall have the continuing option by meeting any such offer to acquire a Top Lesso or equivalent terms and conditions. Any offer must be in writing and must set forth the proposed lessee's same, boons consideration and royalty consideration to be paid for such Top Lesse, and handle a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lesse. Lessee shall have fifteen (15) days (exclusive of Saturdays, Sundays and Federal holidays) after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lesse with Lessor on equivalent terms and conditions, as to all or any part of the above described land. If Lessoe fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bons fide offer, Lessor shall have the right to accept said offer. Any Top Lesse granted by Lessor is violation of this provision shall be null and vold.

TFB 1802

BK: 562 PG1127

6. The parties hereto incorporate all terms, covenants, provisions, conditions, royalties and rentals as set forth is the Lease by reference as though fully written and set forth herein. In the event the Lease is amended or supplemented by written instrument executed by the parties in interest thereto or assigned or terminated in any shall likewise and to the same effect be amended, assigned or terminated, as the case may be. This Memorandum shall likewise and to the same effect be amended, assigned or terminated, as the case may be. This Memorandum is executed in simplified abort form for the convenience of the parties and for the purpose of recording the same and this Memorandum shall not in any way have the effect of modifying, supplementing or abridging the Lease or any of its provisions now or hereafter in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written, signed and acknowledged in the presence of:

LESSOR: Y Bridge Tracy Bridge

LESSEE:
ANTERO RESOURCES CORPORATION
By: Briaz Kuhn

Title: Vice President-Land

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ONO

The foregoing instrument was acknowledged before me this 24 day of Aug.

2015. by Tracy Bridge.

IN WITNESS WHEREOF, I bereunto set my band and official seal.

[SEAL]

My Commission Expires: Sept. 30, 2018

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO

COUNTY OF DEMUER

On this 17 day of SOMEWHOL 2015, before me CE WALLOCK—
the undersigned Notary, did personally appear Brian Kuhn, who acknowledged himself to be the Vice Presidentforegoing instrument for the purposes therein contained on behalf of the corporation, by signing the name of the
corporation by himself and as Vice President-Land.

IN WITNESS WHEREOF, I bereunto set my hand and official seal.

[SEAL]

C E WHITLOCK
MOTINITY PUBLIC, STATE OF COLORADO
MOTINITY ID 2008-001975
MY COMMISSION DEPRES JANUARY 19, 2012

Notary Public
My Commission Expires: 1/8//8

This instrument prepared by the following; when recorded, please return to:

Antero Resources Corporation P.O. Box 410 Bridgeport, WV 26330

6948649.1

2 of 2

188,392

PALLON GERO BASE DESCRIPTION

BK : 562 PG1114

Susan J Dromas
HSRISBN County 03:42:28 PM
Instrument No 201500052948
Data Recorded 10/21/2015
Document Type (EA
Pages Recorded 2
Book-Page 1562-1114
Recording Fee 85,00
Additional 86,00

MEMORANDUM OF OIL AND GAS LEASE

THIS MEMORANDUM OF OIL AND GAS LEASE ("Memorandum"), dated this 14th day of August, 2015, by and between Cheryl Morris, whose address is 346 Dye Road, Bell Buckle, TN 37020, hervissifter referred to individually and collectively as "Lessor," (whether one or more) and ANTERO RESOURCES CORPORATION, whose address is 1615 Wynkoop Street, Denver, CO 30202, hereinafter referred to as "Lessoe."

WITNESSETH:

WHEREAS, Lessor has entered into an Oil and Gas Lesse with Lessee dated the 14th day of August, 2015 (the "Lesse"), and

WHEREAS, that parties now enter into this Memorandum to provide notice of the Lease.

- I. For good and valuable consideration, the receipt of which having been acknowledged and accepted by the Lessor, the Lessor did grant, demise, lesse and let exclusively unto Lessee the lands bereinafter described for the purposes of exploring by geological and geophysical and other methods, (including, but not limited to, conducting serianic surveys), drilling either vertically or horizontally, operating for, producing oil or gas or both including methanse gas present in or associated with any formations, horizons, strata or zones, from the top of Rehinestreet Formation (as seen by the James P. Boring Well, API Number 47033003270000, at a depth of 5439") to five hundred fort (500") below the top of the Heiderberg Formation (with the top of the Heiderberg Formation as seen by the James P. Boring Well, API Number 47033003270000, at a depth of 7191"), and the exclusive right to inject air, get, water, brite or other fulds into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of the lands, alone or conjointly with neighboring lends for these purposes, together with the right and casement to construct, operate, repair, maintain, resize and remove pipelines, telephone, power and electric lines, tanks, ponds, roadways, plants, equipment and structures thereon to produce, save, store and take care of such substances.
- 2. Said lands being described in the Lease as situated on the waters of the Turtle Tree Fork of I'en Mile in the District of Union, County of Harrison, State of West Virginia, and being bounded now or formerly substantially as follows, to wit:

On the North by lands of County Road 30/5 On the East by lands of Franklin D. Riffle On the South by lands of James Corder On the West by lands of Bill Devericks

Said lands being identified for any purposes as tract or purcel number 20-361-3, p/o 5 as of the date of this lease. Notwithstanding said tax map designation, this lease shall be effective as to the tract actually owned by Leasor whether or not the tax map designation correctly identifies the location of the tract. Beling also the same interest acquired by the Leasor in Fiduciary Order Book dated July 5, 2000, and recorded in the Cherk's Office in and for Harrison County, State of West Virginia, filed in Fiduciary Order Book 100 at Page 347. For all purposes of this lease, including determining the amount of delay rentals, royalties and shart-in royalties hereusder, said land shall be deemed to contain 32.45 gross across whether it actually contains more or less. For all purposes of this Memorandum, references to oil and gas or either of them shall mean oil, or gas, or both and all substances which are constinuents of, or produced with, oil or gas, whether similar or dissimilar, or produced in a gaseous, liquid, or solid state (as further defined in Paragraph 1 of the Lease).

- 3. The primary term of said Lease commenced August 14th, 2015 for a term of FIVE (5) YEARS, and will expire August 14th, 2020. The primary term of the Lease shall be extended for as long thereafter as oil and/or gas is produced from the Lease premises or lands with which the Lease is unitized or pooled; or as long as drilling operations are coordinateably prosecuted as provided in the Lease; or as long as the leased premises shall be operated or otherwise maintained by Lease, its successors or assigns, in accordance with the terms and provisions of the Lease.
- 4. Lessee shall have the option to extend the primary term of the Lesse for an additional five (5) years ("Extended Term"), pursuant to the terms of the Lesse. Assignee's election to extend the term of the Lesse that tendered in writing to Lessor on or before the expiration of the primary term. Lessee may file a writine notion of its election to extend the primary term and cause the same to be recorded among the land records of the county wherein the lands are located.
- S. Right of First Refusal. If at any time within the primary term of this lease or any continuation or extension thereof. Leasor receives any bone fide offer, acceptable to Leasor, to great an additional lease ("Top Leasor" covering all or part of the above described land, Leasee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed leases's name, bosus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of Top Lease, and include a classee shall have fifteen (15) days (exchaitse of Saturdays, Sundays and Federal holidays) after receipt from Leasor of a complete copy of any such offer to advise Leasor in writing of its election to eater into an oil and gas lease with Leasor on equivalent terms and conditions, as to all or any part of the above described land. If Leasee fails to sorify Leasor than the aforesaid fifteen (15) day period of its election to enter any such bone fide offer, Leasor shall have the right to accept said offer. Any Top Lease granted by Leasor in violation of this provision shall be null and void.

BK . 562 PG1115

6. The parties hereto incorporate all terms, covenants, provisions, conditions, royalties and rentals as set forth in the Lease by reference as though fully written and set forth herein. In the event the Lease is amended or supplemented by written instrument executed by the parties in interest thereto or assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be amended, assigned or terminated, as the case may be. This Memorandum shall likewise in simplified short form for the convenience of the parties and for the purpose of recording the same and this Memorandum shall not in any way have the effect of modifying, supplementing or abridging the Lease or any of its provisions now or hereafter in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written, signed and acknowledged in the presence of:

Chirf of Morris

LESSEE:
ANTERO RESOURCES CORPORATION
By: Brian Kuhn

Title: Vice President-Land

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF RUNDING

The foregoing instrument was acknowledged before me this 25 day of 1100 unt

IN WITH THE POF, I hereunto set my hand and official seal.

SBAL STATE OF TENNESSEE NOTARY PUBLIC OF AUTOMOTION OF AUT

Notary Public
My Commission Expires: Dec. 16,2017

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO

COUNTY OF DUWLEY

On this 17 day of Leaf-Wilson. 2015, before me CE WWTOCK—
the undersigned Notary, did personally appear Brian Kuhn, who acknowledged himself to be the Vice Presidentland of Antero Resources Corporation, a corporation, and that he, as such, being authorized to do so, executed the
foregoing instrument for the purposes therein contained on behalf of the corporation, by signing the name of the
corporation by himself and as Vice President-Land.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

C E WHITLOCK
NOTARY PUBLIC, STATE OF COLORADO
NOTARY ID 2008-001575
MY COLAMBICAL EXPRES ANGLINY 16, 3919

Notary Public
My Commission Expires: 1/18/18

This instrument prepared by the following; when recorded, please return to:

Antero Resources Corporation P.O. Box 410 Bridgeport, WV 26330

6968643.1

2 of 2

THE RESOURCES CORPORATION \$ 34.0. W 58220-0410

BK: 562 PG1118

Susan J Thomas MARTISM County 03:44:21 PM HARTISM County 03:44:21 PM Instrument No 201500052970 Date Recorded 10/21/2015 Occument Tyre LEA Pases Recorded 2 Rook-Pase 1562-1118 Book-Page 1562-Recording Fee \$5,00

MEMORANDUM OF OIL AND GAS LEASE

THIS MEMORANDUM OF OIL AND GAS LEASE ("Memorandum"), dated this 14th day of August, 2015, by and between Angela Nicholson, whose address is 707 E. Woodland Dr., St. Joseph, IL. 61873, hereinafter referred to individually and collectively as "Lessor." (whether one or zoner) and ANTERO RESOURCES CORPORATION, whose address is 1615 Wynkoop Street, Denver, CO 80202, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, Lessor has entered into an Oil and Gas Lease with Lessee dated the 14th day of August, 2015 (the

WHEREAS, that parties now enter into this Memorandum to provide notice of the Lease.

- 1. For good and valuable consideration, the receipt of which having been acknowledged and accepted by the Lessor, the Lessor did grant, demise, lease and let exclusively unto Lessee the lands hereinafter described for the purposes of exploring by geological and geophysical and other methods, (including, but not limited to, conducting seismic surveys), drilling either vertically or horizontally, operating for, producing oil or gas or both including seismic surveys), drilling either vertically or horizontally, operating for, producing oil or gas or both including methane gas present in or associated with any formations, horizons, strats or zones, from the top of the Rhinestreet Formation (as seen by the James P. Boring Well, API Number 47033005270000, at a depth of 5439") to five hundred fact (S00") below the top of the Helderberg Formation (with the top of the Helderberg Formation as seen by the James P. Boring Well, API Number 47033005270000, at a depth of 17191"), and the exclusive right to inject air, gas, water, brine or other fluids into the subsurface strats and any and all other rights and privileges necessary, incident to, or convenients for the economical operation of the lands, alone or conjointly with neighboring lands for these purposes, together with the right and assement to construct, operate, repair, maintain, resident on produce, save, store and take care of such substances.
- Said lands being described in the Lense as situated on the waters of the Turtle Tree Fork of Ten Mile in the District of Union, County of Harrison, State of West Virginia, and being bounded now or formerly substantially as

On the North by lands of County Road 30/5 On the East by lands of Franklin D. Riffle On the South by lands of James Corder On the West by lands of Bill Devericks

Said lands being identified for tax purposes as tract or parcel number 20-161-3, p/o 5 as of the date of this lease. Notwithstanding said tax map designation, this lease shall be effective as to the tract actually owned by Leasor whether or not the tax map designation correctly identifies the location of the tract. Being also the same interest acquired by the Leasor in Deed Book dated October 15, 2013, and recorded in the Clerk's Office in and for Harrison County, State of West Vignins, filled in Deed Book 1521 at Page 950. For all purposes of this lease, including determining the amount of delay results, royalties and shaut-in royalties bereuader, said land shall be deemed to contain 32.45 gross acres whether it actually contains more or leas. For all purposes of this Memorandum, references to oil and gas or either of them shall mean oil, or gas, or both and all substances which are constituents of, or produced with, oil or gas, whether similar or dissimilar, or produced in a gaseous, liquid, or solid state (as further defined in Paragraph 1 of the Lease).

- 3. The primary term of said Lease commenced August 14th, 2015 for a term of FIVE (5) YEARS, and will expire August 14th, 2020. The primary term of the Lease shall be extended for as long thereafter as oil anxior gas is produced from the Lease premises or lands with which the Lease is unitized or pooled; or as long as drilling operations are continuously prosecuted as provided in the Lease; or as long as the leased premises shall be operated or otherwise maintained by Lease, its successors or assigns, in accordance with the terms and provisions of the Lease.
- 4. Lessee shall have the option to extend the primary term of the Lesse for an additional five (5) years ("Extended Term"), pursuant to the terms of the Lesse. Assignee's election to extend the term of the Lesse shall be tendered in writing to Lessor on or before the expiration of the primary term. Lessoe may file a written notice of its election to extend the primary term and cause the same to be recorded among the land records of the county wherein
- S. Right of First Refusal. If at any time within the primary term of this lease or any continuation or extension thereof, Lessor receives any bons fide offer, acceptable to Lessor, to grant an additional lessor ("Top Lessor") covering all or part of the above described land, Lessoe shall have the continuing option by meeting any such offer to acquire a Top Lesse on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed lesser's name, bosus consideration and royalty consideration to be paid for such Top Lesse, and include a copy of the lesse form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lesse. Lessee shall have fifteen (15) days (exclusive of Saturdays, Sundays and Federal holidays) after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to eater into an oil and gas lesse with Lessor on oquivalent terms and conditions, as to all or may part of the above described land. If Lessor shall have the right to accept said offer. Any Top Lesse granted by Lessor is violation of this provision shall be null and void.

mm4 8,182

l of 2

Corder v. Antero

BK: 562 PG1119

6. The parties hereto incorporate all terms, covenants, provisions, conditions, royalties and rentals as set forth in the Lease by reference as though fully written and set forth herein. In the event the Lease is amended or supplemented by written instrument executed by the parties in interest thereto or assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be amended, assigned or terminated, as the case may be. This Memorandum is executed in simplified short form for the convenience of the parties and for the purpose of recording the same and this Memorandum shall not in any way have the effect of modifying, supplementing or abridging the Lease or any of its provisions now or hereafter in force and effect.

IV WITNESS WHEREOF, the parties hereto have bereunto set their bands the day and year first above written, signed and acknowledged in the presence of:

LESSOR: Angela Nicholson

LESSEE:
ANTERO RESOURCES CORPORATION
By: Brian Kuhn

Title: Vice President-Land

INDIVIDUAL ACKNOWLEDGMENT

STATE OF There's

The foregoing instrument was acknowledged before me this 29 day of august 2015, by Angela Nicholson.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

SEAL

**OPPICIAL GEAL*

**MLAGGO BANGARTA MARTINEZ TYLER

**Motory Public - State of Block

My Countelation Budwas Downshot 18, 2016

Notary Public
My Commission Expires: Dec 16, 2016

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO

COUNTY OF DENYER

On this 171h day of September 2015, before me Samu Hummel
the undersigned Notary, did personally appear Brian Kuhn, who acknowledged himself to be the Vice PresidentLand of Antero Resources Corporation, a corporation, and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of the corporation, by signing the name of the corporation by himself and as Vice President-Land.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

SARAH HUMMEL
Notary Public
State of Colorado
Notary ID 20104044196
My Commission Expires Dec 20, 2018

Nazar Public
My Commission Expirer: 12/20/2018

This instrument prepared by the following; when recorded, please return to:

Antero Resources Corporation P.O. Box 410 Bridgeport, WV 26330

1.01(1869)

2 of 2

kwy 102

- AC ACCOUNTES CORPORATION
- ACX 400
- ACCEPPET: NA 26330-C410

BK: 562 PG1116

Susan J Thomas
HRERISM Countr 03:43:37 PM
Instrument No 201500052969
Date Recorded 10/21/2015
Bocument Tyre LEA
Pases Recorded 2
Book-Pase 1562-1116
Recordins Fee 85,00
additional 86,00

MEMORANDUM OF OIL AND GAS LEASE

THIS MEMORANDUM OF OIL AND GAS LEASE ("Memorandum"), dated this 14th day of August, 2015, by and between Kevin McCall, whose address is 360 Bon Air Ave., Elyria, OH 44035, hereinafter referred to individually and collectively as "Lessor." (whether one or more) and ANTERO RESOURCES CORPORATION, whose address is 1615 Wynkicop Street, Denver, CO 80202, bereinafter referred to as "Lessoe."

WITNESSETH:

WHEREAS, Lessor has entered into an Oil and Gas Lesse with Lessee dated the 14th day of August, 2015 (the "Lesse"), and

WHEREAS, that parties now enter into this Memorandum to provide notice of the Lease.

- I. For good and valuable consideration, the receipt of which having been acknowledged and accepted by the Lessor, the Lessor did grant, demise, lease and let exclusively unto Lessee the lands hereinafter described for the purposes of exploring by geological and geophysical and other methods, (including, but not limited to, conducting seismic surveys), drilling either vertically or horizontally, operating for, producing oil or gas or both including methans gas present in or associated with any formations, horizons, strats or zones, from the top of the Rhinestreet Formation (as seen by the James P. Boring Well, API Number 47033005270000, at a depth of 5439') to five hundred feet (500') below the top of the Heiderberg Formation (with the top of the Heiderberg Formation as seen by the James P. Boring Well, API Number 47033005270000, at a depth of 7191'), and the exclusive right to inject air, gas, water, brine or other fluids into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of the lands, alone or conjointly with neighboring lands for these purposes, together with the right and essenment to construct, operate, repair, maintain, resize and remove pipelines, telephone, power and electric lines, tanks, ponds, roadways, plants, equipment and structures thereon to produce, save, store and take care of such substances.
- Said lands being described in the Lesse as situated on the waters of the Turtle Tree Fork of Ten Mile in the District of Union, County of Harrison, State of West Virginia, and being bounded now or formerly substantially as follows, to wit:

On the North by lands of County Road 30/5 On the East by lands of Franklin D. Riffle On the South by lands of James Corder On the West by lands of Bill Devericks

Said lands being identified for tax purposes as tract or parcel number 20-361-3, pto 5 as of the date of this lease. Notwithstanding said tax map designation, this lease shall be effective as to the tract actually owned by Lessor whether or not the tax map designation correctly identifies the location of the tract. Being also the same interest acquired by the Lessor in Deed Book dated October 15, 2013, and recorded in the Clerk's Office in and for Harrison Country, State of West Virginia, filled in Deed Book 1521 at Page 950. For all purposes of this lease, including determining the amount of delay rentals, royalties and shut-in royalties hereunder, said land shall be deemed to contain 12.45 gross acres whether it actually contains more or leas. For all purposes of this Memorandum, references to oil and gas or either of them shall mean oil, or gas, or both and all substances which are constituents of, or produced with, oil or gas, whether similar or dissimilar, or produced in a gaseous, liquid, or solid state (as further defined in Paragraph 1 of the Lesse).

- 3. The primary term of said Lease commenced August 14th, 2015 for a term of <u>FIVE (5) YEARS</u>, and will expire August 14th, 2020. The primary term of the Lease shall be extended for as long thereafter as oil and/or gas is produced from the Lease premises or lands with which the Lease is unitized or pooled; or as long as drilling operations are continuously prosecuted as provided in the Lease; or as long as the leased premises shall be operated or otherwise maintained by Leases, its successors or assigns, in accordance with the terms and provisions of the Lease, unless earlier terminated in accordance with the terms and provisions of the Lease.
- 4. Lessee shall have the option to extend the primary term of the Lesse for an additional five (5) years ("Extended Term"), pursuant to the terms of the Lesse. Assignee's election to extend the term of the Lesse shall be tendered in writing to Lessor on or before the expiration of the primary term. Lessee may file a written notice of its election to extend the primary term and cause the same to be recorded among the land records of the county wherein the lands are located.
- 5. Right of First Refusal. If at any time within the primary term of this lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease ("Top Lesso") covering all or part of the above described land, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lessee on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed lessee's name, bonus consideration and royalty consideration to be paid for such Top Lesse, and include a copy of the lesse form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lesse. Lessee shall have fifteen (15) days (exclusive of Saurdays, Sandays and Federal holidays) after roceipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to once last on oil and gas lesse with Lessor on equivalent terms and conditions, as to all or any part of the above described land. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lesse granted by Lessor in violations of this provision shall be null and void.

BK: 562 PG1117

6. The parties hereto incorporate all terms, covenents, provisions, conditions, royalties and rentals as set forth in the Lease by reference as though fully written and set forth herein. In the event the Lease is amended or supplemented by written instrument executed by the parties in interest thereto or assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be amended, assigned or terminated, as the case may be This Memorandum is executed in simplified short form for the convenience of the parties and for the purpose of recording the same and this Memorandum shall not in any way have the effect of modifying, supplementing or abridging the Lease or any of its convictions to some to be settler in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written, ned and acknowledged in the presence of:

LESSOR: Kevin McCall

LESSEE:

ANTERO RESOURCES CORPORATION

By: Brian Kuhn

Title: Vice President-Land

INDIVIDUAL	ACKNOWL	EDGMENT
------------	---------	---------

STATE OF Ohio COUNTY OF LOTAIN

The foregoing instrument was acknowledged before me this 24 day of _AUG.

2015, by Kevin McCall.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO

COUNTY OF DENUER

On this 17 day of Sententiber. 2015, before me CE Witter.

the undersigned Notary, did personally appear Brian Kuhn, who acknowledged himself to be the Vice President-Land of Antero Resources Corporation, a corporation, and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of the corporation, by signing the name of the corporation by himself and as Vice President-Land.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

C E WHITLOCK
HOTARY PUBLIC, STATE OF COLUMNOO
MOTARY TO 2008/001975
WY COMMISSION DEPUIS JUNEARY 16, 2008

cruhitock

Tals instrument prepared by the following; when recorded, please return to:

Antero Resources Corporation P.O. Box 410 Bridgeport, WV 26330

696E56E 1

2 of 2

Kn

ANTERC RESOURCES CORPORATION NIBGEPORT. W. 26330-0410

BK 562 PG1108

Susan J Thomas HARRISON County 03:29:59 PM Instrument No 201500052956 Date Recorded 10/21/2015 Document Type LEA Pages Recorded 2 Recording Fee 15.00 Recording Fee 15.00

MEMORANDUM OF OIL AND GAS LEASE

THIS MEMORANDUM OF OIL AND GAS LEASE ("Memorandum"), dated this 14th day of August, 2015, by and between Brian McCall, whose address is 27370 Hidden Oaks Dr., Columbia Station, OH 44028, bereinafter referred to individually and collectively as "Lessor." (whether one or more) and ANTERO RESOURCES CORPORATION, whose address is 1615 Wynkoop Street, Denver, CO 80202, bereinafter referred to

WITNESSETH:

WHEREAS, Lessor has entered into an Oil and Gas Lease with Lessee dated the 14th day of August, 2015 (the

WHEREAS, that parties now enter into this Memorandum to provide notice of the Lease.

- 1. For good and valuable consideration, the receipt of which having been acknowledged and accepted by the Lessor, the Lessor did grant, demise, lease and let exclusively into Lessee the lands bereinafter described for the purposes of exploring by geological and geophysical and other methods, (including, but not limited, conducting seismic surveys), drilling either vertically or horizontally, operating for, producing oil or gas or both including methans gas present in or associated with say formations, horizons, strate or zones, from the top of the Rhinestreet hondred feet (500°) below the top of the Helderberg Formation (with the top of the Helderberg Formation (with the top of the Helderberg Formation as seen by the James P. Boring Well, API Number 47033005270000, at a depth of 7191°), and the exclusive right logical arrivable, and the substrated of the substrated and may and all other rights and privileges mocessary, incident to, or convenient for the economical operation of the lands, alone or conjointly with neighboring lands for these purposes, together with the right and essement to construct, operate, repair, maintain, resist more more pipelines, telephone, power and electric lines, tanks, ponds, roadways, plants, equipment and structures thereon to produce, save, store and take care of such substraces.
- Said lands being described in the Lease as situated on the waters of the Turtle Tree Fork of Ten Mile in the
 District of Union, County of Harrison, State of West Virginia, and being bounded now or formerly substantially as

On the North by lands of County Road 30/3 On the East by lands of Franklin D. Riffle On the South by lands of James Corder On the West by lands of Bill Devericks

Said lands being identified for tax purposes as tract or parcel number 20-361-3, p/o 5 as of the date of this lease. Norwithstanding said tax map designation this lease shall be effective as to the tract actually owned by Lessor whether or not the tax map designation correctly identifies the location of the tract. Being also the same interest acquired by the Lessor in Deed Book dated October 15, 2013, and recorded in the Cierk's Office in der Harrison County, State of West Virginia, filed in Deed Book 1521 at Page 950. For all purposes of this lease, including determining the amount of delay rentals, royakies and shut-in royalties hereunder, said land shall be deemed to constain 32.45 gross acres whether it actually contains snore or less. For all purposes of this Memorandum, references to oil and gas or either of them shall mean oil, or gas, or both and all substances which are constituents of, or produced with, oil or gas, whether similar or dissimilar, or produced in a gaseous, liquid, or solid state (as further defined in Paragraph 1 of the Lease).

- 3. The primary term of said Lease commenced August 14th, 2015 for a term of FIVE (5) YEARS, and will expire August 14th, 2020. The primary term of the Lease shall be extended for as long thereafter as oil and/or gas is produced from the Lease premises or lands with which the Lease is unitized or pooled; or as long as drilling operations are continuously prosecuted as provided in the Lease; or as long as the leased premises shall be operated or otherwise maintained by Leasee, its successors or assigns, in accordance with the terms and provisions of the Lease.
- 4. Lessee shall have the option to extend the primary term of the Lesse for an additional five (5) years ("Extended Term"), pursuant to the terms of the Lesse. Assignee's election to extend the term of the Lesse shall be tendered in writing to Lessor on or before the expiration of the primary term. Lessee may file a writing to lessor on or before the expiration of the primary term. Lessee may file a writing to lessee the same to be recorded among the land records of the country wherein the lands we lessed.
- 5. Right of First Refusal. If at any time within the primary term of this lease or any continuation or extension thereof, Lessor receives any bone fide offer, acceptable to Lessor, to grant an additional lease ("Top Lessor") covering all or part of the above described land, Lessoe shall have the containing option by meeting any such offer to acquire a Top Lesso on equivalent terms and conditions. Any offer must be in writing and must set forth the copy of the lesso form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lesso, and include a Lessoe shall have fifteen (15) days (exchasive of Saturdays, Sundays and Federal holidays) after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lesso with Lessor on equivalent terms and conditions, as to all or any part of the above described land. If Lessoe fails to notify the receipt from the copy of the lessor in the above described fifteen (15) day period of its election to enset any such bons fide offer, Lessor shall have the right to accept said offer. Any Top Lessoe granted by Lessor in violation of this provision shall be null and void.

Case 1:18-cv-00030-IMK-MJA Document 30-2 Filed 06/11/18 Page 51 of 51 PageID #:

Corder v. Antero

BK 552 PG1109

6. The parties hereto incorporate all terms, covenants, provisions, conditions, royalties and rentals as set forth in the Lease by reference as though fully written and set forth herein. In the event the Lease is amended or supplemented by written instrument executed by the parties in interest thereto or assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be amended, assigned or terminated, as the case may be. This Memorandum is executed in simplified short form for the convenience of the parties and for the purpose of recording the same and this Memorandum shall not in any way have the effect of modifying, supplementing or abridging the Lease or any of its provisions now or hereafter in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereuato set their hands the day and year first above written, signed and acknowledged in the presence of:

LESSOR: Brian McCall

LESSEE: ANTERO RESOURCES CORPORATION

By: Brian Kuhn Title: Vice President-Land

INDIVIDUAL ACKNOWLEDGMENT

OHIO STATE OF ____ COUNTY OF LORAIN

The foregoing instrument was acknowledged before me this 34 day of AUG.

2015, by Brian McCall.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO

COUNTY OF DEWUL

the undersigned Notary, did personally appear Brian Kuhn, who acknowledged himself to be the Vice President-Land of Antero Resources Corporation, a corporation, and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of the corporation, by signing the name of the foregoing instrument for the purposes therein contain corporation by himself and as Vice President-Land.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

[SEAL]

This instrument prepared by the following; when recorded, please return to:

Antero Resources Corporation P.O. Box 410 Bridgeport, WV 26330

6968585.1

2 of 2

Bul 26 2